

AGREEMENT

THIS INTERCONNECTION AND RESALE AGREEMENT is made by and between one or more of the AT&T Inc. owned ILECs, Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ~~BellSouth Telecommunications, Inc., (“AT&TBellSouth”), a Georgia corporation, Sprint Communications Company L.P. imited Partnership and Sprint Communications Company L.P. d/b/a Sprint Communications Company L.P. (collectively referred to as “Sprint CLEC”)¹, a Delaware Limited Partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (“Sprint PCS”) (“the Agreement”).~~ When the terms and conditions apply to both Sprint CLEC and Sprint PCS, the collective term “Sprint” shall be used. Otherwise, the applicable party shall be identified. This Agreement may refer to either ~~BellSouth~~AT&T or Sprint or both as a “Party” or “Parties”, and is made effective on the effective date as defined herein, January 1, 2001 — (“Effective Date”). The terms and conditions of this Agreement together with the ~~negotiated bill and keep~~ compensation arrangement for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic are made effective as of the Effective Date. ~~All other rates in this Agreement are made effective thirty (30) calendar days following the date of the last signature of the Parties.~~ _____

RECITALS

WHEREAS, ~~BellSouth~~AT&T is a local exchange telecommunications company authorized to provide telecommunications services in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin~~Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee;~~ and

WHEREAS, Sprint Communications Company L.P. ~~imited Partnership~~ is a Competitive Local

¹ Sprint CLEC’s operating name is Sprint Communications Company L.P. in AR, CA, CT, IN, KS, MI, MO, NV, OH, OK, TX, and WI, and Sprint Communications L.P. d/b/a Sprint Communications Company L.P. in IL.

Exchange Carrier – (“CLEC”) authorized to provide telecommunications services in the states of Florida, Arkansas, California, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin and Sprint Communications Company L. P. d/b/a Sprint Communications Company L.P. is a CLEC authorized to provide telecommunications services in the states of Illinois, Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint PCS is a Commercial Mobile Radio Service (“CMRS”) provider licensed by the Federal Communications Commission (“FCC”) to provide CMRS in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin ~~Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee~~; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, Sprint is a Telecommunications Carrier and has requested that BellSouth ~~AT&T~~ negotiate an Agreement with Sprint for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Telecommunications Act of 1996 (the “Act”) and in conformance with BellSouth ~~AT&T~~’s duties under the Act; and

WHEREAS, in entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement, with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review; and

WHEREAS, AT&T notes that pursuant to the SBC/Ameritech Merger Conditions, approved by the FCC its Memorandum Opinion and Order, CC Docket 98-141, rel. (October 8, 1999), SBC/Ameritech was obligated to transition the provisioning of certain Advanced Services, as that term is defined in such Conditions, to one or more separate Advanced Services affiliates under certain conditions. Because SBC/Ameritech has transitioned such Advanced Services to its structurally separate affiliate(s), AT&T has no further obligation to make available such Advanced Services for resale or to interconnect its Frame Relay network with CLEC and has no further obligation to make available such Advanced Services for resale or to provision Frame Relay interconnection under the rates, terms and conditions set forth in the Agreement (to the extent applicable); and

WHEREAS the Parties understand AT&T's operational support systems (OSS) and technical capabilities vary from one state to another across AT&T's twenty-two states. This Agreement attempts to conform a Kentucky interconnection agreement to comply with AT&T's

OSS and technical capabilities in the States of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada Ohio, Oklahoma, Texas, and Wisconsin. To the extent provisions in the original agreement have not been modified in this Agreement and are inconsistent with the OSS and technical capabilities in the States of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada Ohio, Oklahoma, Texas, and Wisconsin, AT&T shall provide such services, to the extent applicable, in accordance with the terms and conditions set forth in its then current generic interconnection agreement; and

WHEREAS, the amendments attached to this Agreement have been sequentially numbered, regardless of whether signed or unsigned, and carry the effective date of the Agreement unless otherwise stated; and

WHEREAS, to the extent any rate, term or condition contained in any amendment attached hereto as of the Effective Date conflicts with any language in the underlying contract or any other amendment, the rate, term or condition set forth in the higher numbered amendment shall prevail; and

WHEREAS, all of the rates, recitals, terms and conditions (“Provisions”) set forth in the Agreement (including any and all attachments, appendices, recitals, and/or schedules hereto) and every interconnection, service and network element provided hereunder, are subject to all other Provisions contained in the Agreement (including all attachments thereto), and that all of such provisions are integrally related.

NOW THEREFORE, in consideration of the terms and agreements contained herein, ~~BellSouth~~AT&T and Sprint mutually agree as follows:

1. Purpose

This Agreement specifies the rights and obligations of the parties with respect to the establishment of local interconnection, the resale of telecommunications services, and the purchase of unbundled network elements (“UNEs”). ~~The~~is Agreement ~~was~~ entered into by BellSouth, Sprint CLEC, and Sprint PCS as the result of negotiation and compromise for the sole purpose of establishing a single interconnection arrangement between the three entities. As such the Parties intend for this Agreement to be applicable to both the CLEC and wireless interconnection arrangements as a single unified interconnection arrangement.

2. Term of the Agreement

2.1 The term of this Agreement ~~is three (3) years from the Effective Date shall commence on the Effective Date and shall expire on December 28, 2009.~~ Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The

Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth below.

2.2 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the Defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined as:

- a. Either Party's material breach of any of the terms or conditions hereof; or
- b. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

2.3 With the exception of Ohio, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In Ohio, based on the PUC-OH, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.

3. **Renewal**

3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the

Commission for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that [BellSouthAT&T](#) terminates this Agreement as provided above, [BellSouthAT&T](#) shall continue to offer services to Sprint pursuant to the terms, conditions and rates set forth in [BellSouthAT&T](#)'s Statement of Generally Available Terms (SGAT) for Sprint CLEC, or ~~the General Subscriber Services Tariff (GSST) or other~~ applicable tariff for Sprint PCS, to the extent an SGAT or GSST has been approved by the Commission. If any state Commission has not approved an [BellSouthAT&T](#) SGAT or [GSSTtariff](#), then upon [BellSouthAT&T](#)'s termination of this Agreement as provided herein, [BellSouthAT&T](#) will continue to provide services to Sprint pursuant to such Interconnection Agreement that Sprint may elect pursuant to Section 252 (i) of the Act and Section 17 of this agreement. In the event that no election is made, [BellSouthAT&T](#) will continue to provide services to Sprint pursuant to [BellSouthAT&T](#)'s then current standard interconnection agreement. In the event that the SGAT or [GSSTtariff](#) or the Interconnection Agreement elected by Sprint under the term of this provision and section of this agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

4. **Ordering Procedures**

- 4.1 For Sprint CLEC, the ordering procedures are as detailed in Attachment 6 Ordering and Provisioning of this Agreement, incorporated herein by this reference. The ordering and provision of all services purchased from [BellSouthAT&T](#) by Sprint PCS shall be set forth ~~on~~in the [BellSouthAT&T Prime Access website](#)~~Telecommunications Wireless Customer Guide~~ as that guide is amended by [BellSouthAT&T](#) from time to time during the term of this Agreement.

5. **Parity**

- 5.1 When Sprint CLEC purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from [BellSouthAT&T](#) for the purposes of resale to end users, [BellSouthAT&T](#) shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that [BellSouthAT&T](#) provides to its affiliates, subsidiaries and end users.
- 5.2 The quality of a Network Element, as well as the quality of the access to such Network Element provided by [BellSouthAT&T](#) to Sprint shall be at least equal in quality to that which [BellSouthAT&T](#) provides to itself or such access as would offer an efficient carrier a meaningful opportunity to compete.

6. White Pages Listings

[BellSouthAT&T](#) shall provide Sprint [CLEC](#) and their customers access to white pages directory listings under the following terms:

- 6.1 Listings. [BellSouthAT&T](#) or its agent will include Sprint [CLEC](#) residential and business customer listings in the appropriate White Pages (residential and business) alphabetical directories. There will be no distinction made between Sprint [CLEC](#) and [BellSouthAT&T](#) customer listings.
- 6.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Sprint [CLEC](#) or its subscribers provided that Sprint [CLEC](#) provides subscriber listing information to [BellSouthAT&T](#) at no charge.
- 6.3 Procedures for Submitting Sprint Subscriber Information. ~~[BellSouthAT&T](#) will provide to Sprint a magnetic tape or computer disk containing the proper format for submitting subscriber listings.~~ Sprint [CLEC](#) will be required to provide [BellSouthAT&T](#) with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. Methods, procedures and ordering information. ~~These procedures,~~ which are the same for resale and Unbundled Network Element based services, are detailed in [BellSouthAT&T's Local Interconnection and Facility Based Ordering Guide](#) [CLEC Online website](#).
- 6.4 Non-listed/Non-Published Subscribers. Sprint [CLEC](#) will be required to provide to [BellSouthAT&T](#) the names, addresses and telephone numbers of all Sprint [CLEC](#) customers that wish to be omitted from directories and designated accordingly as either non-published or non-listed.
- 6.5 Inclusion of Sprint [CLEC](#) Customers in Directory Assistance Database. [BellSouthAT&T](#) will include and maintain Sprint [CLEC](#) subscriber listings in [BellSouthAT&T's](#) directory assistance databases at no charge. [BellSouthAT&T](#) and Sprint [CLEC](#) will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 6.6 Listing Information Confidentiality. [BellSouthAT&T](#) will accord Sprint [CLEC's](#) directory listing information the same level of confidentiality that [BellSouthAT&T](#) accords its own directory listing information. [BellSouthAT&T](#) shall ensure that access to Sprint [CLEC](#) customer proprietary listing information will be limited solely to those of [BellSouthAT&T](#) and [BellSouthAT&T's](#) directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. [BellSouthAT&T](#) will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.

- 6.7 Optional Listings. Additional listings and optional listings will be offered by ~~BellSouth~~AT&T at tariffed rates as set forth in the ~~General Subscriber Services~~applicable AT&T state tariff. In addition to a basic White Pages listing, ~~BellSouth~~AT&T will provide, at the rates set forth in Attachment 1 of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Sprint CLEC to offer for resale to Sprint CLEC's customers.
- 6.8 Delivery. ~~BellSouth~~AT&T or its agent shall deliver White Pages directories to Sprint CLEC subscribers at no charge.
- 6.9 ~~BellSouth~~AT&T agrees to provide White Pages distribution services to Sprint CLEC customers within ILEC's service territory at no additional charge to Sprint CLEC. ~~BellSouth~~AT&T represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to ~~BellSouth~~AT&T and to other Sprint CLEC customers.
- 6.10 ~~BellSouth~~AT&T agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include Sprint CLEC's subscriber listing information in an area directory, and to handle Sprint CLEC's subscriber listing information in the same manner as AT&T's subscriber listing information. In exchange for AT&T serving as the single point of contact and handling all subscriber listing information equally, Sprint CLEC authorizes AT&T to include and use the Sprint CLEC subscriber listing information provided to AT&T pursuant to this Attachment in AT&T's WP directory, AT&T's Directory Assistance databases, and to provide Sprint CLEC's subscriber listing information to directory publishers. Included in this authorization is the release of Sprint CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is AT&T's use of Sprint CLEC's subscriber listing information in AT&T's directory assistance, directory assistance related products and services, and publishing products and services.
- 6.11 AT&T further agrees not to charge Sprint CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of Sprint CLEC's subscriber list information to directory publishers, Sprint CLEC agrees that it will receive no compensation for AT&T's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such Sprint CLEC subscriber list information shall be intermingled with AT&T's subscriber list information and the subscriber list information of other companies that have authorized a similar release of their subscriber list information by AT&T.
- ~~AT&T will not sell or license Sprint's White Pages directory listing information to any third party without Sprint's prior written consent.~~

7. Bona Fide Request for Further Unbundling

- 7.1 Any request by Sprint CLEC for access to a network element or interconnection option, ~~or for the provisioning of any service or product~~ that is not already available ~~under to this Agreement~~ shall be treated as a Bona Fide Request/~~New Business Request~~, and shall be submitted to BellSouthAT&T pursuant to the Bona Fide Request/~~New Business Request~~ process set forth following. For those products and services that have been made available to other CLECs, such services shall be made available to Sprint CLEC on the same rates, terms and conditions through an amendment to this agreement.
- 7.2 A Bona Fide Request shall be submitted in writing by Sprint CLEC on a BFR Application Form and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouthAT&T has sufficient information to analyze and prepare a response. ~~Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.~~
- 7.3 Although not expected to do so, Sprint CLEC may cancel, without penalty, a Bona Fide Request in writing at any time. ~~BellSouth-AT&T~~ will then cease analysis of the request.
- 7.4 Within ~~twoen~~ (210) business days of its receipt, ~~BellSouth-AT&T~~ shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 7.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, ~~BellSouth-AT&T~~ shall provide to Sprint CLEC a preliminary analysis of the Bona Fide Request. The preliminary analysis will include ~~BellSouth's-AT&T's~~ proposed price (plus or minus 25 percent) and state whether ~~BellSouthAT&T~~ can meet Sprint CLEC's requirements, the requested availability date, or, if ~~BellSouth-AT&T~~ cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why ~~BellSouth-AT&T~~ is not able to meet Sprint CLEC's requested availability date. ~~BellSouthAT&T~~ also shall indicate in this analysis its agreement or disagreement with Sprint CLEC's designation of the request as being pursuant to the Act ~~or pursuant to the needs of the business~~. If ~~BellSouthAT&T~~ does not agree ~~with that~~ Sprint CLEC's ~~designation request meets the definition of a Bona Fide Request~~, it may utilize the procedures set forth in Section 14 of the General Terms and Conditions of this Agreement. ~~If in no event, however, shall any such dispute delay BellSouthAT&T's processing of the request. If BellSouthAT&T determines that it is not able to provide Sprint CLEC with a preliminary analysis within thirty (30) days of BellSouthAT&T's receipt of a Bona Fide request, BellSouthAT&T will inform Sprint CLEC as soon as practicable. Sprint CLEC and BellSouth-AT&T will then determine a mutually agreeable date for receipt of the preliminary analysis.~~

- 7.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, [BellSouthAT&T](#) shall provide Sprint [CLEC](#) with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.
- 7.7 Unless Sprint [CLEC](#) agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint [CLEC](#).
- 7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from [BellSouthAT&T](#), Sprint [CLEC](#) will notify [BellSouthAT&T](#) in writing of its acceptance or rejection of [BellSouth's-AT&T's](#) proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if [BellSouthAT&T](#) responds that it cannot or will not offer the requested item in the Bona Fide Request ~~and Sprint deems the item essential to its business operations~~, and deems [BellSouth's-AT&T's](#) position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

8. Court Ordered Requests for Call Detail Records and Other Subscriber Information

- To the extent technically feasible, [BellSouthAT&T](#) maintains call detail records for Sprint end users for limited time periods and can respond to subpoenas and court ordered requests for this information. [BellSouthAT&T](#) shall maintain such information for Sprint end users for the same length of time it maintains such information for its own end users.
- 8.1 Sprint agrees that [BellSouthAT&T](#) will respond to subpoenas and court ordered requests delivered directly to [BellSouthAT&T](#) for the purpose of providing call detail records when the targeted telephone numbers belong to Sprint end users. Billing for such requests will be generated by [BellSouthAT&T](#) and directed to the law enforcement agency initiating the request.
- 8.2 Sprint agrees that in cases where Sprint receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Sprint end users, Sprint will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to [BellSouthAT&T](#). Billing for call detail information will be generated by [BellSouthAT&T](#) and directed to the law enforcement agency initiating the request.

8.3 In cases where the timing of the response to the law enforcement agency prohibits Sprint from having the subpoena or court ordered request redirected to [BellSouthAT&T](#) by the law enforcement agency, Sprint will furnish the official request to [BellSouthAT&T](#) for providing the call detail information. [BellSouthAT&T](#) will provide the call detail records to Sprint and bill Sprint for the information. Sprint agrees to reimburse [BellSouthAT&T](#) for the call detail information provided.

8.4 Sprint will provide Sprint end user and/or other customer information that is available to Sprint in response to subpoenas and court orders for their own customer records. [BellSouthAT&T](#) will redirect subpoenas and court ordered requests for Sprint end user and/or other customer information to Sprint for the purpose of providing this information to the law enforcement agency.

9. **Liability and Indemnification**

9.1 Liabilities of [BellSouthAT&T](#). Unless expressly stated otherwise in this Agreement, the liability of [BellSouthAT&T](#) to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.

9.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to [BellSouthAT&T](#) resulting from any and all causes shall not exceed the amounts owing [BellSouthAT&T](#) under the agreement in total.

9.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

9.4 No Consequential Damages. Neither Sprint nor [BellSouthAT&T](#) shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, “Consequential Damages”)), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party’s subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit [BellSouthAT&T](#)’s or Sprint’s liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by [BellSouthAT&T](#)’s or Sprint’s negligent act or

omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein.

9.5 Obligation to Indemnify and Defend. Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnatee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services and Elements provided under this Agreement.

9.6 Defense; Notice; Cooperation. Whenever the Indemnatee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnatee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnatee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnatee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnatee, and the relevant Indemnatee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnatee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant

Indemnatee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnatee and also shall be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnatee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

10. Intellectual Property Rights and Indemnification

10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.

10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 of this Agreement.

10.4 Claim of Infringement. In the event that use of any facilities or equipment (including

software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

- (a) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- (b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11. Treatment of Proprietary and Confidential Information

11.1 Proprietary and Confidential Information: Defined. It may be necessary for [BellSouth](#), [AT&T](#) and Sprint, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information), including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Discloser's Confidential Information"). All Discloser's Confidential Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and proprietary notice. Discloser's Confidential Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure.

- 11.2 Use and Protection of Disclosers Confidential Information. Recipient shall use the Discloser's Confidential Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Discloser's Confidential Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Discloser's Confidential Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser's Confidential Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Confidential Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.
- 11.3 Ownership, Copying and Return of Discloser's Confidential Information. Discloser's Confidential Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Confidential Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Confidential Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Confidential Information has been returned or destroyed.
- 11.4 Exceptions. Discloser's Confidential Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by Discloser, without an obligation to keep it confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Discloser's Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.
- 11.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened

breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

- 11.6 Survival of Confidentiality Obligations. The parties' obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Discloser's Confidential Information exchanged during the term of this Agreement but in no event longer than 3 years from receipt of such information. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Discloser's Confidential Information that is a trade secret under applicable law.
- 11.7 Except as other wise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.
- 11.8 ~~BellSouth~~AT&T shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.
- 11.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from ~~BellSouth~~AT&T for purposes of soliciting or winning back ~~BellSouth~~AT&T's customers.
- 11.10 Nothing herein shall prohibit Recipient from providing Information requested by the FCC or a state regulatory agency with jurisdiction over this matter to support a request for arbitration or an allegation of failure to negotiate in good faith.

12. Publicity

- 12.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13. Assignments

Sprint may not assign or transfer (whether by operation of law or otherwise) this

Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of [BellSouthAT&T](#), provided that Sprint may assign or transfer this Agreement with notice, but without the prior written consent of [BellSouthAT&T](#), to any entity that is certified as a Competitive Local Exchange Carrier by the relevant state regulatory Commission or is otherwise authorized by the commission or licensed Commercial Mobile Radio Service provider to provide local exchange services.

[BellSouthAT&T](#) may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of Sprint, provided that [BellSouthAT&T](#) may assign or transfer this Agreement with notice, but without the prior written consent of Sprint, to any entity provided such entity, is and shall be, for the remainder of the term of this Agreement, a successor or assign of [BellSouthAT&T](#) pursuant to § 251 (h) (1) of the Act, subject to all of the same §§ 251 and 252 obligations as [BellSouthAT&T](#).

If during the Term of this Agreement, [BellSouthAT&T](#) sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, [BellSouthAT&T](#) shall provide Sprint not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Sprint acknowledges that [BellSouthAT&T](#) shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that Sprint must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

14. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Either Party may seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. The other Party will not object to such expedited resolution of a dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking other legal remedies.

15. **Taxes**

15.1 **Definition.** For purposes of this Section, the terms “taxes” and “fees” shall include but

not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed on, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

15.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

15.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

15.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

15.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any

proceeding, protest, or legal challenge, all rulings issued in connection therewith,
and all correspondence between the purchasing Party and the taxing authority.

15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.4 Taxes and Fees Imposed on Seller But Passed On To Purchasing Party.

15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

15.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties.
Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees;

provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

- 15.4.4 If, after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the procedures in Section 14 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the

date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 15.59 **Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections, explosion, terrorists acts, nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. **Most Favored Nations (MFN)**

- 17.1 ~~BellSouth~~AT&T shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Sprint any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

18. **Modification of Agreement**

- 18.1 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.

- 18.2 If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify ~~BellSouth~~AT&T of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 18.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 18.4 Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability of Sprint or ~~BellSouth~~AT&T to perform any material terms of this Agreement, Sprint or ~~BellSouth~~AT&T may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or FCC, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 14.
- 18.4.1 This Agreement shall be amended to incorporate effective orders issued upon remand by the Supreme Court in "Verizon Communications, Inc., et al. v. FCC", Nos 00-511 et al (U.S. May 13, 2002).
- 18.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.
- 18.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.
- 18.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or facilities under any applicable and effective ~~BellSouth~~AT&T tariff. Each party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. In the event of a conflict between a provision of this

Agreement and a provision of an applicable tariff, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:

- 18.7.1 Unless otherwise provided herein, if the service or facility is ordered from the tariff, the terms and conditions of the tariff shall prevail.
- 18.7.2 If the service is ordered from this Agreement (other than resale), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.
- 18.7.3 If the service is ordered from this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- 18.7.4 If the service is a resale service, the terms and conditions of the Agreement shall prevail.
- 18.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

19. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

20. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the services are being ordered, without regard to its conflict of laws principles.

21. Audits and Examinations

- 21.1 Unless or until such time as a billing accuracy certification program has been implemented pursuant to Section 3 of Attachment 7, the audit process provided in this Section 21.1 shall apply.

- 21.1.1 Subject to [BellSouthAT&T](#)'s reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Sprint may audit [BellSouthAT&T](#)'s

books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of [BellSouthAT&T](#)'s billing and invoicing. Such audit may include examination of the flow of call detail records from [BellSouthAT&T](#)'s switch to [BellSouthAT&T](#)'s internal systems to the usage file transmitted to Sprint. Sprint may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to [BellSouthAT&T](#).

21.1.2 [BellSouthAT&T](#) shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Sprint in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 14, Resolution of Disputes, of the General Terms and Conditions of this Agreement.

21.1.3 [BellSouthAT&T](#) shall cooperate fully in any such audit, providing reasonable access to any and all appropriate [BellSouthAT&T](#) employees and books, records and other documents reasonably necessary to assess the accuracy of [BellSouthAT&T](#)'s bills.

21.1.4 Third party audits requested by Sprint shall be at Sprint's expense, subject to reimbursement by [BellSouthAT&T](#) in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Sprint hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit. In the event the audit is not conducted by a third party, each Party shall bear its own expense incurred in conducting the audit.

21.1.5 Upon (i) the discovery by [BellSouthAT&T](#) of overcharges not previously reimbursed to Sprint or (ii) the resolution of disputed audits, [BellSouthAT&T](#) shall promptly reimburse Sprint the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

21.1.6 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

22. Remedies

22.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.

22.2 Except as otherwise provided herein, all rights of termination, cancellation or other

remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

23. Branding

- 23.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore Sprint agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by Sprint's end user, and this greeting is mandatory, not optional, when AT&T is the OS/DA provider.
- 23.1.2 Sprint will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.
- 23.1.3 AT&T will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. Sprint may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 23.2 If Sprint does not wish to brand the OS/DA calls, Sprint may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.
- 23.2.1 Sprint understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.
- 23.2.2 Sprint agrees that if it does not brand the call, Sprint shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

- 23.2.3 AT&T must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by Sprint.
- 23.3 AT&T will be responsible for loading the Sprint-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T retail end users. Sprint will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.
- 23.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Pricing Schedule.
- 23.5 In all current AT&T OS/DA switches, the applicable Sprint-charged retail OS/DA rates and a Sprint-provided contact number (e.g., reference to a Sprint business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 23.6 AT&T will be responsible for loading the Sprint-provided OS/DA retail rates and the Sprint-provided contact number(s) into the OS/DA switches. Sprint will be responsible for paying the initial reference and rate loading charges.
- 23.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Pricing Schedule.
- 23.8 Converting End Users from Prior Branded Service to Sprint or Silent-Branded Service, or between Resale and facilities-based service.

- 23.8.1 To the extent that Sprint has already established the Branding/Silent Announcement recording in AT&T OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 23.8.2 To the extent that Sprint has not established the Branding/Silent Announcement recording in AT&T OS/DA switches for Resale and/or facilities-based service, then Non-Recurring Charges apply to set up the OS/DA call for the new type of service at the rates set forth in the attached Pricing Schedule.
- 23.1 ~~In all cases of operator and directory assistance services Sprint provides using services provided by BellSouthAT&T under this Agreement, BellSouthAT&T shall, where technically feasible, at Sprint's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as Sprint services, or otherwise as Sprint may specify, or be provided with no brand at all, as Sprint shall determine. If BellSouthAT&T cannot provide such branding of Operator Services and Directory Assistance, BellSouthAT&T shall unbrand for all, including itself.~~
- 23.2 ~~Sprint shall provide the exclusive interface to Sprint subscribers, except as Sprint shall otherwise specify. In those instances where Sprint requests BellSouthAT&T personnel to interface with Sprint subscribers, such BellSouthAT&T personnel shall inform Sprint subscribers that they are representing Sprint, or such brand as Sprint may specify and shall not identify themselves as representing BellSouthAT&T.~~
- 23.3 ~~The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services. All forms, business cards or other business materials furnished by BellSouthAT&T to Sprint customers shall be made available for Sprint's review. In no event shall BellSouthAT&T, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service customers about BellSouthAT&T products or services. For installation and repair services, BellSouthAT&T shall utilize generic leave behind material for Sprint customers that bears no corporate name, logo, trademark or trade name.~~
- 23.4 ~~In no event shall BellSouthAT&T provide information to Sprint's subscribers about Sprint's products or services during installation, maintenance or repair visits.~~
- 23.5 ~~BellSouthAT&T shall train its employees to meet its branding obligations and to provide service on a non-discriminatory basis.~~

24. Network Security

24.1 Protection of Service and Property

- 24.1** BellSouthAT&T shall exercise the same level of care it provides itself to prevent

harm or damage to Sprint, its employees, agents or customers, or their property. [BellSouthAT&T](#) agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within [BellSouthAT&T](#) premises including, but not limited to:

24.1.1 [BellSouthAT&T](#) shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. [BellSouthAT&T](#) agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within [BellSouthAT&T](#) premises including, but not limited to:

24.1.1.1 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.

24.1.1.2 Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for [BellSouthAT&T](#) pursuant to [BellSouthAT&T](#) Admissions Practices.

24.1.1.3 Limiting the keys used in its keying systems for spaces which contain or house print equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide [BellSouthAT&T](#) with replacement keys.

24.1.1.4 Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.

24.1.1.5 Installing controls and logical security: to disconnect a user for a pre-determined period of inactivity on authorized ports; to protect customer proprietary information; and to databases to ensure both ongoing operational and update integrity. to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway to provide security in accordance with [AT&T's "Competitive Local Exchange Carrier \(CLEC\) Operations Support System Interconnection Procedures"](#) [BellSouth BSP 008 140 230BT \(Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems\).](#) [_](#)

24.2 Revenue Protection

24.2.1 Where [BellSouthAT&T](#) services are being resold and where Sprint [CLEC](#) is using an [BellSouthAT&T](#) port, Sprint [CLEC](#) will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to [BellSouthAT&T](#). These features include, but are not limited to, screening codes, call blocking of

international, 800, 900 and 976 numbers. Sprint [CLEC](#) and [BellSouthAT&T](#) will work cooperatively to prevent and research any fraud situation.

24.2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues. The process for determining the amount of the liability will be as set forth in Attachment 7 of this Agreement.

24.2.2.1 Uncollectible or unbillable revenues resulting from the accidental or malicious alternation of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of the Party having such administrative control.

24.2.3 [BellSouthAT&T](#) shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of [BellSouthAT&T](#). [BellSouthAT&T](#) shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

24.3 Law Enforcement Interface

24.3.1 [BellSouthAT&T](#) shall provide seven day a week/twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint [CLEC](#) Security/Network services. [BellSouthAT&T](#) shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

25. Relationship of Parties

It is the intention of the Parties that [BellSouthAT&T](#) be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.

26. No Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

27. Survival

Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

28. Responsibility for Environmental Hazards

28.1 Sprint shall in no event be liable to [BellSouthAT&T](#) for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint did not cause or introduce to the affected work location. [BellSouthAT&T](#) hereby releases, and shall also indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that [BellSouthAT&T](#), its contractors, tenants, collocating 3rd parties or its agents introduce to the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in Section 28.2.

28.2 Prior to Sprint or its employees, contractors, or agents introducing an Environmental Hazard into a work location Sprint shall fully inform [BellSouthAT&T](#) in writing of its planned actions at such work location and shall receive [BellSouthAT&T](#)'s written permission for such actions and Sprint warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. [BellSouthAT&T](#) shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint causes or introduces to the affected work location. Sprint shall indemnify, defend (at [BellSouthAT&T](#)'s request) and hold harmless [BellSouthAT&T](#) and each of [BellSouthAT&T](#)'s officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that Sprint, its contractors or its agents cause or introduce to the work location. Sprint shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for Environmental Hazards Sprint causes or introduces to the affected work location.

28.3 In the event any suspect material within [BellSouthAT&T](#)-owned, operated or leased facilities are identified to be asbestos-containing, Sprint will notify [BellSouthAT&T](#) before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such Sprint activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint or equipment placement activities that result in the generation or disturbance of asbestos containing material, Sprint shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint equipment or

operations, including, but not limited to, contamination of equipment.

- 28.4 Within ten (10) business days of Sprint's request for any space in [BellSouthAT&T](#) owned or controlled facility, [BellSouthAT&T](#) shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in [BellSouthAT&T](#)'s possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of [BellSouthAT&T](#).
- 28.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which causes the placement of such equipment or interconnection to pose a threat to human health that cannot be properly remedied according to [BellSouthAT&T](#) procedures, [BellSouthAT&T](#) shall offer an alternative space, if available, for Sprint's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, [BellSouthAT&T](#) shall make such alternative route available for Sprint's consideration.
- 28.6 Subject to this Section and to [BellSouthAT&T](#)'s standard security procedures, which procedures will be provided to Sprint, [BellSouthAT&T](#) shall allow Sprint at Sprint's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Sprint deems to be necessary in support of its collocation needs.
- 28.7 The parties will comply with all additional environmental requirements stated in other sections of this agreement. In the event of a conflict between other such sections and this Section 28, this Section 28 shall control.
- 28.8 When used in the context of environmental hazards, "**Release**" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.
- 29. Notices**
- 29.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by

postage prepaid mail, address to:

~~BellSouth Telecommunications, Inc. AT&T~~

~~CLEC Account Team AT&T Contract Management~~

~~311 S. Akard, 9th Floor~~

~~600 North 19th Street Four AT&T Plaza~~

~~Birmingham, Alabama 35203 Dallas, TX 75202~~

~~and~~

~~General Attorney Commercial Group Suite 4300~~

~~675 W. Peachtree St.~~

~~Atlanta, GA 30375~~

~~Sprint Communications Company L.P.~~

~~Sprint W. Richard Morris~~

~~Manager, ICA Solutions Vice President State External Affairs 6450~~

~~6330 Sprint Parkway~~

~~Mailstop KSOPHA0310-3B268N0214~~

~~Overland Park, KS 6625145~~

~~Phone: (913) 762-4847 (overnight mail only)~~

~~P.O. Box 7954~~

~~Shawnee Mission, KS 66207-0954~~

~~Sprint PCS With a copy to:~~

~~Sprint PCS~~

~~Attention: Legal/Telecom Management Privacy Group Regulatory Department~~

~~Mailstop: KSOPKN0214-2A568HI0414~~

~~61606450 Sprint Parkway, Bldg. 9~~

~~Overland Park, KS 66251~~

~~Legal/Telecom Mgmt Privacy Group~~

~~P.O. Box 7966~~

~~Overland Park, KS 66207-0966~~

~~Phone: (913) 315-9348 (overnight mail only)~~

~~with a copy to:~~

~~Sprint PCS~~

~~Manager: Carrier Interconnection Management Mailstop: KSOPAM 0101~~

~~11880 College Blvd.~~

~~Overland Park, KS 66210~~

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

29.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

29.3 Changes in Retail Service

29.3.1 BellSouthAT&T shall notify Sprint CLEC electronically, by way of posting to the BellSouthAT&T CLEC Onlineinterconnection web-site, of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are nontelecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least 45 days prior to the effective date of any such change or concurrent with BellSouthAT&T's internal notification process for such change, whichever is earlier. Sprint CLEC recognizes that certain revisions may occur between the time BellSouthAT&T notifies Sprint CLEC of a change pursuant to this Section and either BellSouthAT&T's tariff filing of such change or tariff effective date. BellSouthAT&T shall notify Sprint CLEC of such revisions consistent with BellSouthAT&T's internal notification process but Sprint CLEC accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouthAT&T responsible for any resulting inconvenience or cost incurred by Sprint CLEC unless caused by the intentional misconduct of BellSouthAT&T for the purposes of this Section. The notification given pursuant to this Section will not be used by either party to market its offering of such changed services externally in advance of the BellSouthAT&T filing of any such changes.

29.3.2 BellSouthAT&T shall notify Sprint CLEC electronically of proposed price changes at least 30 days prior to the effective date of any such price change.

29.3.3 BellSouthAT&T shall use its interconnection web site to notify Sprint CLEC of any network changes within at least six (6) months before such changes are proposed to become effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouthAT&T will notify Sprint CLEC of the changes concurrent with BellSouthAT&T's internal notification process for such changes.

29.4 BellSouthAT&T shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element or combination provided or required hereunder without providing Sprint CLEC forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. BellSouthAT&T agrees to cooperate with Sprint CLEC with any transition resulting

from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, ~~BellSouth~~AT&T will provide substitute services and elements.

- 29.5 ~~BellSouth~~AT&T shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

30. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

31. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

32. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

33. Implementation of Agreement

- 33.1 Within 60 days of the execution of this Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

- 33.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of Telecommunications Services to their respective Customers. This Agreement will therefore address the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate

and implement any additional terms and conditions necessary to support the terms and intent of this Agreement.

- 33.3 Existing [BellSouthAT&T](#) operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this agreement. The parties agree to negotiate any modifications to these procedures which may be required to support the terms and conditions of this Agreement. In the event that there are existing operations manuals, [BellSouthAT&T](#) informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and [BellSouthAT&T](#) agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. [BellSouthAT&T](#) will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis. The operating procedures and interface documentation shall address the following matters, and may include any other matters agreed upon by the Implementation Team:
- 33.3.1 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling), including standards and procedures for notification and discoveries of trunk disconnects;
 - 33.3.2 disaster recovery and escalation provisions;
 - 33.3.3 access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
 - 33.3.4 escalation procedures for ordering, provisioning, billing, and maintenance;
 - 33.3.5 single points of contact for ordering, provisioning, billing, and maintenance;
 - 33.3.6 service ordering and provisioning procedures, including manual processes and provision of the trunks and facilities;
 - 33.3.7 provisioning and maintenance support;
 - 33.3.8 change control procedures for modifications to any and all points of interface, electronic or automated interfaces, as well as operational interface processes and procedures impacting on-going operation between the parties;
 - 33.3.9 conditioning and provisioning of collocation space and maintenance of Virtually collocated equipment;
 - 33.3.10 procedures and processes for Directories and Directory Listings;
 - 33.3.11 billing processes and procedures;

- 33.3.12 network planning components including time intervals;
 - 33.3.13 joint systems readiness and operational readiness plans;
 - 33.3.14 appropriate testing of services, equipment, facilities and network elements;
 - 33.3.15 monitoring of inter-company operational processes;
 - 33.3.16 procedures for coordination of local PIC changes and processing;
 - 33.3.17 physical and network security concerns; and
 - 33.3.18 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 33.4 The Implementation Plan may be modified from time to time as deemed appropriate by both parties.

34. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. [BellSouthAT&T](#) and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by Sprint prior to filing of the Agreement. The CLEC Louisiana Certification Number for Sprint CLEC is TSP 00078.

35. Application of Attachments

This Agreement was negotiated between [BellSouthAT&T](#), Sprint CLEC and Sprint PCS for the purpose of creating a single interconnection arrangement between [BellSouthAT&T](#) and Sprint. At the date of the signing of this Agreement, Sprint PCS has elected not to opt into the terms and conditions of the following Attachments: 1 Resale, 5 Access to Numbers, 6 Ordering and Provisioning, 9 Performance

Measurements, and 11 Disaster Recovery. Should Sprint PCS desire to operate under the terms and conditions of those Attachments, prior to the expirations of the term of this Agreement, Sprint PCS and ~~BellSouth~~[AT&T](#) shall negotiate an amendment to this Agreement.

36. Entire Agreement

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

For AR, CA, CT, KS, IN, MI, MO, NV, OH, OK,
TX, and WI

Sprint Communications Company L.P.

**Illinois Bell Telephone Company d/b/a AT&T
Illinois, Indiana Bell Telephone Company
Incorporated d/b/a AT&T Indiana, Michigan
Bell Telephone Company d/b/a AT&T
Michigan, Nevada Bell Telephone Company
d/b/a AT&T Nevada, The Ohio Bell Telephone
Company d/b/a AT&T Ohio, Pacific Bell
Telephone Company d/b/a AT&T California,
The Southern New England Telephone
Company d/b/a AT&T Connecticut,
Southwestern Bell Telephone Company d/b/a
AT&T Arkansas, AT&T Kansas, AT&T
Missouri, AT&T Oklahoma and AT&T Texas,
and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin
by AT&T Operations, Inc., its authorized agent**

Signature:

Signature:

Name:

Name:

(Print or Type)
Title:

(Print or Type)
Title:

(Print or Type)

(Print or Type)

Date: _____

Date: _____

For IL:

Sprint Spectrum, L.P.

**Sprint Communications L.P. d/b/a Sprint
Communications Company L.P.**

Signature:

Signature:

Name:

Name:

(Print or Type)

(Print or Type)

Title:

(Print or Type)

Title:

(Print or Type)

Date: _____

Date: _____

	Resale OCN	UNE OCN	Switch Based OCN	Wireless OCN
ARKANSAS	_____	_____	_____	_____
CALIFORNIA	_____	_____	_____	_____
CONNECTICUT	_____	_____	_____	_____
ILLINOIS	_____	_____	_____	_____
INDIANA	_____	_____	_____	_____
KANSAS	_____	_____	_____	_____
MICHIGAN	_____	_____	_____	_____
MISSOURI	_____	_____	_____	_____
NEVADA	_____	_____	_____	_____
OHIO	_____	_____	_____	_____
OKLAHOMA	_____	_____	_____	_____
TEXAS	_____	_____	_____	_____
WISCONSIN	_____	_____	_____	_____
ACNA	_____			

Definitions

“911 Service” means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

“Access Customer Name and Address (ACNA)” The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.

“Affiliate” is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

“Advanced Intelligent Network (AIN)” is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

“ALI/DMS” (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

“ANP” (Automatic Number Identification) is a feature that identifies the number of a telephone line that originates a call.

“AT&T” means the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

“AT&T Inc.” means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company

d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.

“AT&T-2STATE” - As used herein, AT&T-2STATE means AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as “SBC-2STATE”), the applicable AT&T-owned ILEC(s) doing business in California and Nevada.

“AT&T-4STATE” - As used herein, AT&T-4STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, and AT&T Oklahoma (and previously referred to as “SBC-4STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

“AT&T-7STATE” - As used herein, AT&T-7STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA and AT&T NEVADA (and previously referred to as “SBC-7STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

“AT&T-8STATE” - As used herein, AT&T-8STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T CALIFORNIA, AT&T NEVADA, and AT&T CONNECTICUT (and previously referred to as “SBC-8STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma and Texas.

“AT&T-10STATE” - As used herein, AT&T-10STATE means AT&T SOUTHWEST REGION 5-STATE and AT&T MIDWEST REGION 5-STATE (and previously referred to as “SBC-10STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

“AT&T-12STATE” - As used herein, AT&T-12STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE and AT&T-2STATE (and previously referred to as “SBC-12STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

“AT&T-13STATE” - As used herein, AT&T-13STATE means AT&T SOUTHWEST REGION 5-STATE, AT&T MIDWEST REGION 5-STATE, AT&T-2STATE and AT&T CONNECTICUT (and previously referred to as “SBC-13STATE”), the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

“AT&T ARKANSAS” - As used herein, AT&T ARKANSAS means Southwestern Bell Telephone Company d/b/a AT&T Arkansas (and previously referred to as “SBC Arkansas”), the applicable AT&T-owned ILEC doing business in Arkansas.

“AT&T CALIFORNIA” - As used herein, AT&T CALIFORNIA means Pacific Bell Telephone Company d/b/a AT&T California (and previously referred to as “SBC California”), the applicable AT&T-owned ILEC doing business in California.

“AT&T CONNECTICUT” - As used herein, AT&T CONNECTICUT means The Southern New England Telephone Company d/b/a AT&T Connecticut (and previously referred to as “SBC Connecticut”), the applicable above listed ILEC doing business in Connecticut.

“AT&T KANSAS” - As used herein, AT&T KANSAS means Southwestern Bell Telephone Company d/b/a AT&T Kansas (and previously referred to as “SBC Kansas”), the applicable AT&T-owned ILEC doing business in Kansas.

“AT&T ILLINOIS” - As used herein, AT&T ILLINOIS means Illinois Bell Telephone Company d/b/a AT&T Illinois (and previously referred to as “SBC Illinois”), the applicable AT&T-owned ILEC doing business in Illinois.

“AT&T INDIANA” - As used herein, AT&T INDIANA means Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana (and previously referred to as “SBC Indiana”), the applicable AT&T-owned ILEC doing business in Indiana.

“AT&T MICHIGAN” - As used herein, AT&T MICHIGAN means Michigan Bell Telephone Company d/b/a AT&T Michigan (and previously referred to as “SBC Michigan”), the applicable AT&T-owned ILEC doing business in Michigan.

“AT&T MIDWEST REGION 5-STATE” - As used herein, AT&T MIDWEST REGION 5-STATE means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as “SBC MIDWEST REGION 5-STATE”), the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

“AT&T MISSOURI” - As used herein, AT&T MISSOURI means Southwestern Bell Telephone Company d/b/a AT&T Missouri (and previously referred to as “SBC Missouri”), the applicable AT&T-owned ILEC doing business in Missouri.

“AT&T NEVADA” - As used herein, AT&T NEVADA means Nevada Bell Telephone Company d/b/a AT&T Nevada (and previously referred to as “SBC Nevada”), the applicable AT&T-owned ILEC doing business in Nevada.

“AT&T OHIO” - As used herein, AT&T OHIO means The Ohio Bell Telephone Company d/b/a AT&T Ohio (and previously referred to as “SBC Ohio”), the applicable AT&T-owned ILEC doing business in Ohio.

“AT&T OKLAHOMA” - As used herein, AT&T OKLAHOMA means Southwestern Bell Telephone Company d/b/a AT&T Oklahoma (and previously referred to as “SBC Oklahoma”), the applicable AT&T-owned ILEC doing business in Oklahoma.

“AT&T SOUTHWEST REGION 5-STATE” - As used herein, AT&T SOUTHWEST REGION 5-STATE means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas (and previously referred to as “SBC SOUTHWEST REGION 5-STATE”), the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma and Texas.

“AT&T TEXAS” - As used herein, AT&T TEXAS means Southwestern Bell Telephone Company d/b/a AT&T Texas (and previously referred to as “SBC Texas”), the applicable AT&T-owned ILEC doing business in Texas.

“AT&T WISCONSIN” - As used herein, AT&T WISCONSIN means Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (and previously referred to as “SBC Wisconsin”), the applicable AT&T-owned ILEC doing business in Wisconsin.

“CABS” means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

“Carrier Identification Codes (CIC)” A CIC code is assigned by the North American Numbering Plan administrator to identify the entity who purchases access services. This code is primarily used for billing and routing from the local exchange network to the access purchaser.

“CCS” (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

“Central Office” means a telephone company facility where subscribers’ lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

“Centralized Message Distribution System” is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

“CENTREX” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

“CLASS” (Custom Local Area Signing service) (Service mark of Telcordia) means service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

“Collocation Space” means the right of Sprint to occupy that certain area designated by [BellSouthAT&T](#) within an [BellSouthAT&T](#) Premises, of a size which is specified by Sprint and agreed to by [BellSouthAT&T](#) which agreement should not be unreasonably withheld.

“Commission” is defined as the appropriate telecommunications regulatory agency in [Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin](#)~~each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.~~

“Conduit” is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed

“Confidential and/or Proprietary Information” has the meaning set forth in Section 11.1 of General Terms and Conditions.

“Daily Usage File” is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from [BellSouthAT&T](#) to Sprint.

“Dedicated Transport” provides a local interoffice transmission path between BellSouth and/or Sprint central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

“Defaulting Party” is a Party in breach of a material term or condition of the Agreement.

“Directory Assistance Database” refers to a collection of subscriber records used by [BellSouthAT&T](#) in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

“Directory Assistance Service” provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

“DSLAM” (Digital Subscriber Line Access Multiplexer) is a network multiplexing device that receives signals from multiple customer Digital Subscriber Line (DSL) connections and puts the signals on a high speed backbone line. DSLAMs connect DSL lines with some combination of asynchronous transfer mode (ATM), frame relay or IP networks.

“E911” (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party’s telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

“EDI” (Electronic Data Interchange) is the computer application to computer application exchange of standard business data between trading partners in a standard format. These standard formats, developed by the American National Standards Institute (ANSI) Accredited Standards Committee X12 (ASC X12) are utilized within the EDI environment.

The Telecommunications Industry Forum (TCIF) (a committee sponsored by the Alliance for Telecommunications Industry Solutions [ATIS]) creates guidelines using specific ANSI ASC X12 transaction sets to conduct specific business transactions in the telecommunications industry. This allows for an industry standard exchange of product and service ordering data between CLECs and ILECs.

Effective Date: With the exception of AT&T OHIO, the Effective Date of this Agreement shall be ten (10) calendar days after the Commission approves this Agreement under Section 252(e) of the Act or, absent such Commission approval, the date this Agreement is deemed approved under Section 252(e)(4) of the Act. In AT&T OHIO, based on Commission order, the Agreement is Effective upon filing and is deemed approved by operation of law on the 91st day after filing.

“Environmental Hazard” means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

“Exchange Message Interface” is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

“Grandfathered Service” means a service which can be resold only to existing subscribers of the grandfathered service.

“Hazardous Materials” means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

“INP” (Interim Number Portability) is as defined in Attachment 5, Section 3.1.

“Intercompany Settlements (ICS)” is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on

a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

“Intermediary function” is defined as the delivery of traffic from Sprint; a CLEC other than Sprint or another telecommunications carrier through the network of ~~BellSouth~~AT&T or Sprint to an end user of Sprint; a CLEC other than Sprint or another telecommunications carrier.

“ISP-Bound Traffic” is defined as telecommunications traffic delivered to an information service provider (“ISP”). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

“LIDB” (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.

“Local Interconnection” is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

"Local Number Portability (LNP)" means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 CFR 52.21 - 52.33.

“Local Service Request” (LSR) means an industry standard form used by the Parties to add, establish, change or disconnect local services. The LSR format and industry standards govern all local service requests, i.e. Resale, Unbundled Elements, and Combinations of Unbundled Elements ~~(UNE-P)~~.

Local Traffic

CLEC Local Traffic. CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in ~~AT&T's-13STATE's~~ local exchange tariffs (on file with the applicable state commission) Section A3-of ~~BellSouthAT&T's General Subscriber Service Tariff~~. As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the “traffic” to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an

obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Wireless Local Traffic. Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area (“MTA”) and terminates on the network of [BellSouthAT&T](#) in the same MTA and within the Local Access and Transport Area (“LATA”) in which the call is handed off from Sprint PCS to [BellSouthAT&T](#), and (2) any telephone call that originates on the network of [BellSouthAT&T](#) that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from [BellSouthAT&T](#) to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC’s rules.

“Message Distribution” is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

“Mobile Switching Center” or **“MSC”** is a switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among End Office Switches and Tandem Switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.

“Multiple Exchange Carrier Access Billing (“MECAB”)” means the document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (“ATIS”) and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

“NANP” (North American Numbering Plan), the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

“Network Element” is defined to mean a facility or equipment used in the provision of a telecommunications service. ~~Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.~~ The agreement of the parties as to the provision

of Network Elements is as set forth in Attachment 2 of the TRRO Amendment to -this Agreement.

“**Network Interface Device**” (NID) is as defined in Attachment 2, Section 4.1.12.7.1.

“**Non-Intercompany Settlement System (NICS)**” is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

“**NPA**” (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP.

“**NXX**”, “**NXX Code**”, or “**Central Office Code**”, or “**CO Code**” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan (“NANP”).

“**OBF**” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“**Operator Services**” provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

~~“**Packet Switching**”~~ Intentionally Left Blank. ~~is as defined in Attachment 2, Section 12.1~~

~~“**Percent of Interstate Usage (PIU)**” is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services~~ Intentionally left blank.

~~“**Percent Local Usage (PLU)**” The PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination. is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “non-intermediary” local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.~~

"Permanent Number Portability (PNP)" means the use of the long-term database method for number portability that complies with the performance criteria set forth in 47 CFR 52.23 (a).

"Physical Collocation" means the right of Sprint to occupy that certain area designated by BellSouthAT&T within an BellSouthAT&T Premises, of a size which is specified by Sprint and agreed to by which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, and Cageless, ~~and Adjacent.~~

"PSAP" (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"Reseller" is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.

"Revenue Accounting Office (RAO) Status Company" is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

"Service Control Point ("SCP")" is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

"Shared Transport" is as defined in Attachment 3.

"Signaling Transfer Point ("STP")" are packet switches that provide CCs message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signaling point.

~~**"Signaling Links"** are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks.~~

~~**"Signal Link Transport"** is a set of two or four dedicated 56 kbps transmission paths between Sprint designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to an BellSouthAT&T Signal Transfer Point.~~

"SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets) with a base rate of 51.84 Mbps(OC-1/STS-1).

"Subsidiary" is an entity in which another corporation owns at least a majority of the shares and has controlling interest.

"Switched Exchange Access Services" is as defined in Attachment 3.

“Tandem”, **“Tandem Switching”** serves to connect central offices by connecting one trunk to another. A tandem switch is an intermediate switch or connection between an originating telephone call location and the final destination of the call.

“Technically Feasible” Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

“Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Telecommunications Act of 1996 (“Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

“Waste” means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Sprint or BellSouthAT&T or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Sprint, BellSouthAT&T or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. “Waste” shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

“Wire Center” is the location where subscriber outside cable plant is terminated. A Wire Center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

~~**“Wireless – Percent Local Usage” or “W-PLU” is defined as a factor to be applied to terminating minutes of use. The numerator is all “nonintermediary” Local minutes of use.**~~

~~The denominator is the total minutes of use including Local and Non-Local.~~ Intentionally left blank.

Attachment 1
Resale

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RESALE

This Attachment 1 is subject to the General Terms and Conditions of this Agreement

1. Discount Rates

The rates pursuant by which ~~Sprint~~Sprint CLEC is to purchase services from ~~BellSouth~~AT&T for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

2. Definition of Terms

2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by ~~BellSouth~~AT&T.

2.3 END USER means the ultimate user of the telecommunications services.

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by ~~BellSouth~~AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means an entity certificated by the public service commissions of ~~BellSouth's~~AT&T's franchised area to provide local exchange service within ~~BellSouth's~~AT&T's franchised area.

2.7 RESALE means an activity wherein a certificated CLEC, such as ~~Sprint~~Sprint CLEC purchases for resale at wholesale rates any telecommunications service that ~~BellSouth~~AT&T provides at retail to subscribers who are not telecommunications carriers.

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as ~~Sprint~~Sprint CLEC, may offer resold local exchange telecommunications service.

3. General Provisions

3.1 At the request of ~~Sprint~~Sprint CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, ~~BellSouth~~AT&T shall make available to ~~Sprint~~Sprint CLEC for resale all Telecommunications Services that ~~BellSouth~~AT&T currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

3.1.1 ~~BellSouth~~AT&T agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

Dial tone and ring
 Capability for either dial pulse or touch tone recognition Capability to complete calls to any location
 Same extended local calling area
 1+ IntraLATA toll calling
 PIC 1+ service
 CIC dialing (101XXXX)
 Same access to vertical features and functions
 Call detail recording capability required for end user billing
 Flat and Measured Service
 International Calling
 911, 500, 700, 800, 888, 900, 976 dialing Ringing
 Repeat dial capability
 Multi-line hunting
 PBX trunks and DID service
 Stand-alone vertical services and/or vertical features (pursuant to Section 3.1.2 below)

3.1.2 Resale of Custom Calling Services.

3.1.2.1 ~~Alabama, Georgia, Kentucky, Mississippi and South Carolina~~This Section Intentionally Left Blank

~~In Alabama, Georgia, Kentucky, Mississippi and South Carolina, BellSouth AT&T will provide Custom Calling Services, vertical services and/or vertical features on a stand-alone basis, but such stand-alone services will not be subject to the wholesale discount~~

3.1.2.2 Florida, Louisiana, North Carolina and Tennessee

In Florida, North Carolina and Tennessee, ~~BellSouth~~AT&T shall make Custom Calling Services, vertical services, and vertical features available to ~~Sprint~~Sprint CLEC at the applicable wholesale discount for resale on a stand-alone basis (i.e. without ~~Sprint~~Sprint CLEC also being required to resell the basic local dial-tone). If an end user to which ~~BellSouth~~AT&T is providing the underlying dial tone (retail or resale) and has provided a Custom Calling Service on a stand-alone basis to

SprintSprint CLEC for resale wants the Custom Calling Service in question from another reseller or ~~BellSouthAT&T~~, SprintSprint CLEC shall relinquish its provision of this service to the end-user. Additionally, if the end user on whose line ~~BellSouth-AT&T~~ has provided a Custom Calling Service on a stand-alone basis to SprintSprint CLEC for resale wants service from a CLEC and that CLEC provides service utilizing unbundled switching, then SprintSprint CLEC shall terminate its provision of all Custom Calling Services and other vertical features to that end user. The Parties will negotiate interim procedures to implement this provision until industry standards are available.

3.1.3 CLASS and Customer Features Requirements. SprintSprint CLEC may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.

3.1.4 Voluntary Federal and State Customer Financial Assistance Programs. Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America (“Voluntary Federal Customer Financial Assistance Programs”). When an ~~BellSouth-AT&T~~ Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from SprintSprint CLEC, ~~BellSouth-AT&T~~ shall forward available information regarding such Customer’s eligibility to participate in such programs to SprintSprint CLEC, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

3.1.5 ~~BellSouth-AT&T~~ shall provide access to E911/911 in the same manner that it is provided to ~~BellSouth-AT&T~~ Customers. ~~BellSouth-AT&T~~ will enable SprintSprint CLEC Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). ~~BellSouth-AT&T~~ shall provide and validate SprintSprint CLEC Customer information to the PSAP. ~~BellSouth-AT&T~~ shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the SprintSprint CLEC Customer service information in the Automatic Location Identification/Database Management System (“ALI/DMS”) used to support E911/911 services.

3.1.6 ~~Hospitality Service~~This Section Intentionally Left Blank; ~~BellSouth-AT&T shall provide all blocking, screening, and all other applicable functions available for hospitality lines.~~

3.1.7 Blocking Service. ~~BellSouth-AT&T~~ shall provide blocking of 700, 900, 976 and any new services of this type individually or in any combination upon request, including bill to third party and collect calls. Blocking shall be provided on a line, trunk or individual service basis at parity with what ~~BellSouth-AT&T~~ provides its end

users.

- 3.1.8 ~~BellSouth-AT&T~~ will provide SprintSprint CLEC with at least the capability to provide a SprintSprint CLEC Customer the same experience as ~~BellSouth-AT&T~~ provides its own Customers with respect to all Local Services. The capability provided to SprintSprint CLEC by ~~BellSouth-AT&T~~ shall be in accordance with standards or other measurements that are at least equal to the level that ~~BellSouth-AT&T~~ provides itself, any affiliate, other local service providers, its end users or is required to provide by law and its own internal procedures.
- 3.2 ~~BellSouth-AT&T~~ shall make available telecommunications services for resale at the discounted rates set forth in the Exhibit A Resale Rate Exhibit to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A the Resale Rate Exhibit or the exclusions and limitations contained in Exhibit B. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 SprintSprint CLEC may purchase resale services from ~~BellSouth-AT&T~~ for its own use in operating its business. The resale discount will apply to those services under the following conditions:
- 3.3.1 SprintSprint CLEC must resell services to other End Users.
- 3.3.2 SprintSprint CLEC must order services through resale interfaces, i.e., the Local Carrier Service Center—(LSC) ~~and/or appropriate Resale Account Teams~~ pursuant to Section 4 of the General Terms and Conditions.
- 3.3.3 SprintSprint CLEC cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.
- 3.4 The provision of services by ~~BellSouth-AT&T~~ to SprintSprint CLEC does not constitute a joint undertaking for the furnishing of any service.
- 3.5 SprintSprint CLEC will be the customer of record for all services purchased from ~~BellSouth-AT&T~~. Except as specified herein, ~~BellSouth-AT&T~~ will take orders from, bill and expect payment from SprintSprint CLEC for all services.
- 3.6 SprintSprint CLEC will be ~~BellSouth's-AT&T's~~ single point of contact for all services purchased pursuant to this Agreement. ~~BellSouth-AT&T~~ shall have no contact with the end user with respect to such services except as expressly authorized by SprintSprint CLEC.

- 3.7 Either Party may serve an end user of the other party and neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.8 For the purpose of resale of ~~BellSouth's AT&T's~~ telecommunications services by SprintSprint CLEC, number retention by the end user shall be provided in accordance with the provisions set forth in Attachment 5 of this Agreement, incorporated herein by reference.
- 3.9 For the purpose of the resale of ~~BellSouth's AT&T's~~ telecommunications services by SprintSprint CLEC, number reservation shall be provided for in accordance with the provisions set forth in Attachment 5, Section 1 of this Agreement, incorporated herein by reference.
- 3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.12 ~~BellSouth AT&T~~ can refuse service when it has reasonable grounds to believe that service will be used in violation of the law. Reasonable grounds to refuse service shall be based upon the same criteria ~~BellSouth AT&T~~ uses to refuse service to its own end users.
- 3.13 ~~BellSouth AT&T~~ accepts no responsibility to any person for any unlawful act committed by SprintSprint CLEC or its end users as part of providing service to SprintSprint CLEC for purposes of resale or otherwise.
- 3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than ~~BellSouth AT&T~~ shall not:
- 3.14.1 Interfere with or impair service over any facilities of ~~BellSouth AT&T~~, its affiliates, or its connecting and concurring carriers involved in its service; or
- 3.14.2 Impair the privacy of any communications.
- 3.15 If SprintSprint CLEC becomes aware that an ~~an BellSouth AT&T~~ resold telecommunications service is being used in a manner other than that which the service was originally intended as described in ~~BellSouth's AT&T's~~ retail tariffs and/or Guidebook, SprintSprint CLEC has the responsibility to notify ~~BellSouth AT&T~~. ~~BellSouth AT&T~~ will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.16 Facilities and/or equipment utilized by ~~BellSouth AT&T~~ to provide service to SprintSprint CLEC remain the property of ~~BellSouth AT&T~~.
- 3.17 White page directory listings will be provided in accordance with Section 6 of the

General Terms of this Agreement and with the regulations set forth in ~~Section A6 of the General Subscriber Services Tariff and will be available for resale~~ the applicable AT&T Tariff and/or Guidebook.

3.18 ~~BellSouth~~ AT&T shall provide electronic access to customer record information. Access is provided through ~~the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) mechanized systems by which Sprint~~ Sprint CLEC may submit LSRs electronically or as mutually agreed by the Parties. Customer Record Information includes but is not limited to, customer specific information in Customer Record Information System (CRIS) ~~and Regional Street Address Guide (RSAG).~~ In addition, ~~Sprint~~ Sprint CLEC shall provide to ~~BellSouth~~ AT&T access to customer record information as authorized by the end user including electronic access where available. Otherwise, ~~Sprint~~ Sprint CLEC shall use best efforts to provide paper copies of customer record information within two (2) business days upon request by ~~BellSouth~~ AT&T. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree that ~~Sprint~~ Sprint CLEC and ~~BellSouth~~ AT&T will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.19 Charges for use of Operational Support Systems (OSS) shall be as ordered by appropriate state regulatory authorities or as mutually agreed by the Parties as set forth in the Resale Rate Exhibit of this Attachment.

3.20 Intentionally Left Blank For States of California, Nevada, Connecticut, Arkansas, Kansas, Missouri, Oklahoma and Texas, ~~Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:~~

- ☐ ~~Simplified Message Desk Interface – Enhanced (“SMDI-E”)~~
- ☐ ~~Simplified Message Desk Interface (“SMDI”) Message Waiting Indicator (“MWT”) stutter dialtone and message waiting light feature capabilities~~
- ☐ ~~Call Forward on Busy/Don't Answer (“CF-B/DA”)~~
- ☐ ~~Call Forward on Busy (“CF/B”)~~
- ☐ ~~Call Forward Don't Answer (“CF/DA”)~~

~~Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount~~

3.20.1 For Illinois, Indiana, Ohio, Michigan and Wisconsin

Where available, AT&T shall provide the following telecommunications services at a discount to allow for voice mail services:

- Message Waiting Indicator (“MWI”), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line (“CF/B”)
- Call Forward Don’t Answer (“CF/DA”)

Further, AT&T messaging services set forth in AT&T’s Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.21 ~~BellSouth’s Inside Wire Maintenance Service Plans will be made available for resale at rates, terms and conditions as mutually agreed to by the Parties.~~ Intentionally Left Blank.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section 2 of Attachment 5, incorporated herein by this reference.

3.23 Dialing Parity. ~~BellSouth-AT&T~~ agrees that SprintSprint CLEC Customers will experience the same dialing parity as ~~BellSouth’s-AT&T’s~~ Customers, such that, for all call types: (i) a SprintSprint CLEC Customer is not required to dial any greater number of digits than an ~~BellSouth-AT&T~~ Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by a SprintSprint CLEC Customer is at least equal in quality to that experienced by an ~~BellSouth-AT&T~~ Customer; and (iii) the SprintSprint CLEC Customer may retain its local telephone number.

4. ~~BellSouth’s-AT&T’s~~ Provision of Services to SprintSprint CLEC

4.1 SprintSprint CLEC agrees that its resale of ~~BellSouth-AT&T~~ services shall be as follows:

4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of ~~BellSouth’s-AT&T’s~~ telecommunications services except for:

4.1.1.1 a restriction on the resale of cross-class selling; and

4.1.1.2 reasonable, non-discriminatory and narrowly tailored terms, conditions and limitations in the underlying ~~BellSouth-AT&T~~ tariffs and/or Guidebook.

4.1.2 ~~BellSouth-AT&T~~ reserves the right to periodically audit services purchased by SprintSprint CLEC to establish authenticity of use. Such audit shall not occur more than once in a calendar year. SprintSprint CLEC shall make available to ~~BellSouth-~~

AT&T or BellSouth's AT&T's auditors such records and data which are reasonably necessary to establish authenticity of use. BellSouth AT&T shall bear the cost of said audit.

4.2 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth AT&T in the appropriate section of BellSouth's AT&T's Tariffs and/or Guidebook. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.

4.3 Support Functions

4.3.1 OS/DA NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

4.3.1.1 The incoming OS/DA call is automatically answered by a pre-recorded greeting loaded into the OS/DA switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS/DA switches, therefore Sprint CLEC agrees that it shall establish a pre-recorded greeting to play for every OS or DA call dialed by Sprint CLEC's end user, and this greeting is mandatory, not optional, when AT&T is the OS/DA provider.

4.3.1.1.1 Sprint CLEC will provide announcement phrase information, via Operator Services Translations Questionnaire (OSTQ), to AT&T in conformity with the format, length, and other requirements specified for all CLECs on the AT&T CLEC Online website.

4.3.1.1.2 AT&T will then perform all of the loading and testing of the announcement for each applicable OS/DA switch prior to live traffic. Sprint CLEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.

4.3.1.2 If Sprint CLEC does not wish to brand the OS/DA calls, Sprint CLEC may also have their end user hear silence upon connecting with the OS/DA switch by having AT&T load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS/DA calls, for which brand loading charges will still apply.

4.3.1.2.1 Sprint CLEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS/DA calls.

4.3.1.2.2 Sprint CLEC agrees that if it does not brand the call, Sprint CLEC shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS/DA provider to the dialing end user.

4.3.1.2.3 AT&T must make the silent recording play for the shortest possible duration technically feasible for each applicable OS/DA switch, but otherwise has no responsibility if a silent announcement is chosen by Sprint CLEC.

4.3.1.3 AT&T will be responsible for loading the Sprint CLEC-provided recording or the silent announcement into all applicable OS and/or DA switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T retail end users. Sprint CLEC will be responsible for paying the initial recording or silent announcement loading charges, and thereafter, the per-call charge as well as any subsequent loading charges if a new recordings or silent announcements are provided as specified above.

- 4.3.1.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a CLEC Reseller may choose to brand under a different name than its facility-based operations, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached Pricing Schedule.
- 4.3.1.5 In all current AT&T OS/DA switches, the applicable Sprint CLEC-charged retail OS/DA rates and a Sprint CLEC-provided contact number (e.g., reference to a Sprint CLEC business office or repair call center) are loaded into the system utilized by the OS/DA Operator.
- 4.3.1.6 AT&T will be responsible for loading the Sprint CLEC-provided OS/DA retail rates and the Sprint CLEC-provided contact number(s) into the OS/DA switches. Sprint CLEC will be responsible for paying the initial reference and rate loading charges.
- 4.3.1.7 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, a CLEC Reseller may choose to rate differently than its facility-based CLEC operations, or may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached Pricing Schedule.
- 4.3.1.8 Converting End Users from Prior Branded Service to Sprint CLEC or Silent-Branded Service, or between Resale and facilities-based service.
- 4.3.1.8.1 To the extent that Sprint CLEC has already established the Branding/Silent Announcement recording in AT&T OS/DA switches for both Resale and facilities-based service, then no Non-Recurring Charges apply to the conversion of End Users from prior Resale OS/DA wholesale service to facilities-based OS/DA wholesale service, or vice versa.
- 4.3.1.8.2 To the extent that Sprint CLEC has not established the Branding/Silent Announcement recording in AT&T OS/DA switches for Resale and/or facilities-based service, then Non-Recurring Charges apply to set up the OS/DA call for the new type of service at the rates set forth in the attached Pricing Schedule.
- ~~Routing to Directory Assistance, Operator and Repair Services~~
~~4.3.1.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by Sprint Customers directly to the Sprint Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by Sprint Customers directly to the Sprint Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth AT&T end offices and the Sprint Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.~~
- ~~4.3.1.1.2 611 repair calls dialed by Sprint Customers directly to the Sprint repair center.~~
- ~~4.3.1.2 Until a permanent industry solution exists for routing of traffic from BellSouth's AT&T's local switches to other than BellSouth AT&T platforms, BellSouth AT&T will provide such routing using line class codes or other methods technically feasible and nondiscriminatory as agreed.~~

~~to by the parties. If a switch meets or exceeds 95% capacity of the available line class codes for that particular switch, BellSouth AT&T will meet with Sprint and other CLECs requesting line class codes to mutually agree upon acceptable alternatives, if any. BellSouth AT&T and Sprint shall continue to work with the appropriate industry groups to develop a long term solution for selective routing.~~

~~4.3.1.3 All direct routing capabilities described herein shall permit Sprint Customers to dial the same telephone numbers for Sprint Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth AT&T Customers dial for reaching equivalent BellSouth AT&T services.~~

~~4.3.1.3.1 BellSouth Unbranded or silent branding is the default service level.~~

~~4.3.1.3.2 Unbranding, custom branding, and self branding require Sprint to order selective routing for each originating BellSouth AT&T end office identified by Sprint. Rates for selective routing are set forth in Attachment 2 of this Agreement, incorporated herein by this reference.~~

~~4.3.1.3.3 Custom branding and self branding require Sprint to order dedicated trunking from each BellSouth AT&T end office identified by Sprint, to either the BellSouth AT&T Traffic Operator Position System (“TOPS”) or Sprint operator service provider.~~

~~4.3.1.3.3.1 Kentucky~~

~~In Kentucky, the rates for trunks are set forth in this Agreement This section intentionally left blank.~~

~~4.3.1.3.3.2 Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee~~

~~In Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs This section intentionally left blank.~~

~~4.3.1.3.4 Unbranding Unbranding directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to “no announcement”.~~

~~4.3.1.4 BellSouth shall provide to Sprint, the emergency public agency (e.g., police, fire,~~

~~ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to Sprint, in a timely manner, all changes, alterations, modifications and updates to such data base via the same method as the initial transfer.~~ 4.3.2 Operator Services - Interim Measures

4.3.2.1 Where ~~BellSouth-AT&T~~ is the provider of Directory Assistance service, ~~BellSouth-AT&T~~ agrees to provide ~~SprintSprint CLEC~~ Customers with the same Directory Assistance available to ~~BellSouth-AT&T~~ Customers. If requested by ~~SprintSprint CLEC~~, ~~BellSouth-AT&T~~ will provide ~~SprintSprint CLEC~~ Directory Assistance Service under the ~~SprintSprint CLEC~~ brand. At such time ~~BellSouth-AT&T~~ implements branding for its own Directory Assistance service ~~BellSouth-AT&T~~ shall brand ~~SprintSprint CLEC~~ Directory Assistance in the same manner as it provides itself.

4.3.2.1.1 ~~SprintSprint CLEC~~ recognizes that ~~BellSouth's-AT&T's~~ providing to ~~SprintSprint CLEC~~ Directory Assistance Service under ~~SprintSprint CLEC~~'s brand may require additional costs to be incurred by ~~BellSouthAT&T~~. ~~BellSouth-AT&T~~ will charge ~~SprintSprint CLEC~~ for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement ~~SprintSprint CLEC~~'s branding request. If there is a dispute concerning reasonable and demonstrable cost, such dispute will be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

4.3.2.2 Additionally, ~~BellSouth-AT&T~~ warrants that such service will provide the following minimum capabilities to ~~SprintSprint CLEC~~'s Customers:

4.3.2.2.1 ~~wo Customer listings and/or addresses, if requested, per Sprint Customer call.~~ ~~Intentionally Left blank.~~

4.3.2.2.2 Name and address to ~~SprintSprint CLEC~~ Customers upon request, except for unlisted numbers, in the same states where such information is provided to ~~BellSouth-AT&T~~ Customers.

4.3.2.2.3 Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.

4.3.2.2.4 Populate the listing database in the same manner and in the same time frame as if the Customer was an ~~BellSouth-AT&T~~ Customer.

4.3.2.2.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for ~~SprintSprint CLEC~~ Customers as for ~~BellSouth's-AT&T's~~ Customers.

4.3.2.2.6 Service levels will comply with applicable state regulatory requirements for:

- (a) number of rings to answer
- (b) average work time
- (c) disaster recovery options

4.3.2.2.7 Intercept service for Customers moving service will include:

- (a) referral to new number, either 7 or 10 digits
- (b) repeat of the new number twice on the referral announcement
- (c) repeat of the new recording twice

4.3.2.3 ~~BellSouth-AT&T~~ shall provide Operator Services to SprintSprint CLEC's Customers at the same level of service available to BellSouth end users.

4.3.2.4 ~~BellSouth-AT&T~~ agrees to provide SprintSprint CLEC Customers the same Operator Services available to ~~BellSouth-AT&T~~ Customers. If requested, ~~BellSouth-AT&T~~ will provide SprintSprint CLEC operator services branded as a SprintSprint CLEC call.

4.3.2.5 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to SprintSprint CLEC Customers:

4.3.2.5.1 Instant credit on calls, as provided to ~~BellSouth-AT&T~~ Customers.

4.3.2.5.2 Routing of calls to SprintSprint CLEC when requested via existing Operator Transfer Service (OTS).

4.3.2.5.3 Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services, as provided to ~~BellSouth-AT&T~~ customers.

4.3.2.5.4 Emergency call handling.

4.3.2.5.5 Notification of the length of call.

4.3.2.5.6 Caller assistance for the disabled in the same manner as provided to ~~BellSouth-AT&T~~ Customers.

4.3.2.5.7 Handling of collect calls: person to person and/or station to station.

4.3.2.5.8 Handling of third party calls.

4.3.3 Busy Line Verification and Emergency Line Interrupt.

Where ~~BellSouth-AT&T~~ does not route Operator Services traffic to SprintSprint CLEC's platform, ~~BellSouth-AT&T~~ shall perform Busy Line Verification and Emergency Line Interrupt for SprintSprint CLEC on resold ~~BellSouth-AT&T~~ lines. Where ~~BellSouth-AT&T~~ routes Operator Services traffic to SprintSprint CLEC's

platform, ~~BellSouth-AT&T~~ shall provide BLV/ELI services when requested by ~~SprintSprint CLEC~~ Operators. ~~SprintSprint CLEC~~ and ~~BellSouth-AT&T~~ shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to ~~SprintSprint CLEC~~'s presence as a Local Service provider. Specifically, ~~BellSouth-AT&T~~ will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. ~~SprintSprint CLEC~~ may, from time to time, provide its anticipated volume of BLV/ELI requests to ~~BellSouth-AT&T~~ for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, ~~BellSouth-AT&T~~ shall promptly inform ~~SprintSprint CLEC~~, and the Parties shall work together to resolve capacity problems expediently.

5. Maintenance of Services

5.1 ~~SprintSprint CLEC~~ will have the ability to report trouble for its ~~End Users~~ to the appropriate AT&T trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. ~~SprintSprint CLEC~~ will be assigned customer contact center(s) and escalation contacts when initial service agreements are made. ~~SprintSprint CLEC~~ ~~End Users~~ calling AT&T will be referred to ~~SprintSprint CLEC~~ at the number provided by ~~SprintSprint CLEC~~.

5.1.2 ~~Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-the AT&T CLEC Online website, as amended by AT&T in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.~~

~~Within 90 days of execution of this Agreement, Sprint and BellSouth will mutually develop standards regarding maintenance and installation of service and will document such standards in a Work Center Operational Understanding Agreement.~~

5.2 Services resold under ~~BellSouth's AT&T's~~ Tariffs and/or Guidebook and facilities and equipment provided by ~~BellSouth-AT&T~~ shall be maintained by ~~BellSouthAT&T~~.

5.3 ~~SprintSprint CLEC~~ or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by ~~BellSouthAT&T~~, other than by connection or disconnection to any interface means used, except with the written consent of ~~BellSouthAT&T~~.

5.4 The Parties shall notify each other of situations that arise that may result in a service problem.

5.5 ~~SprintSprint CLEC~~ will be ~~BellSouth's AT&T's~~ single point of contact for all repair calls on behalf of ~~SprintSprint CLEC~~'s end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 ~~SprintSprint CLEC~~ will contact the appropriate repair centers in accordance with

procedures as mutually agreed by the Parties in the Work Center Operational Understanding Agreement.

- 5.7 For all repair requests, SprintSprint CLEC will utilize prescreening guidelines prior to referring the trouble to BellSouthAT&T.
- 5.8 BellSouth-AT&T will bill SprintSprint CLEC for handling troubles that are found not to be in BellSouth's-AT&T's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth-AT&T charges to its retail customers for the same services and will be assessed based on the same criteria BellSouth-AT&T uses to charge its own retail customers.
- 5.9 BellSouth-AT&T may contact SprintSprint CLEC end users only as expressly authorized by SprintSprint CLEC, for maintenance purposes.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, SprintSprint CLEC will provide the appropriate BellSouth-AT&T service center the necessary documentation to enable BellSouth-AT&T to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth-AT&T will begin taking orders for the resale of service. The Parties acknowledge that SprintSprint CLEC has already met these requirements.
- 6.2 Service orders will be in a standard format designated by BellSouthAT&T.
- 6.3 When notification is received from SprintSprint CLEC that a current end user of BellSouth-AT&T will subscribe to SprintSprint CLEC's service, standard service order intervals equivalent to the intervals employed by BellSouth-AT&T in serving its own retail customers for the appropriate class of service will apply.
- 6.4 BellSouth-AT&T will not require end user confirmation, under any circumstances, prior to establishing service for SprintSprint CLEC's end user customer. SprintSprint CLEC must, however, be able to demonstrate end user authorization upon request.
- 6.5 SprintSprint CLEC will be the single point of contact with BellSouth-AT&T for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth-AT&T will accept a request directly from the end user for conversion of the end user's service from SprintSprint CLEC to BellSouth-AT&T or will accept a request from another CLEC for conversion of the end user's service from SprintSprint CLEC to the other LEC. BellSouth-AT&T will notify SprintSprint CLEC that such a request has been processed.

- 6.6 If ~~BellSouth-AT&T~~ determines that an unauthorized change in local service to ~~SprintSprint CLEC~~ has occurred, ~~BellSouth-AT&T~~ will reestablish service with the appropriate local service provider and will assess ~~SprintSprint CLEC~~ as the CLEC initiating the unauthorized change, the unauthorized change charge described in ~~F.C.C. Tariff No. 1, Section 13 or the~~ applicable ~~AT&T state~~ tariff ~~and/or Guidebook~~. Appropriate nonrecurring charges, as set forth in ~~Section A4 of the General Subscriber Service~~ ~~the applicable AT&T state~~ Tariff ~~and/or Guidebook~~, will also be assessed to ~~SprintSprint CLEC~~. These charges can be adjusted if ~~SprintSprint CLEC~~ provides satisfactory proof of authorization.

7. Payment And Billing Arrangements

- 7.1 Payment and billing arrangements are subject to the provisions of Attachment 7 - Billing and Billing Accuracy Certification of this Agreement incorporated herein by this reference.

8. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:

- 8.1.1 Where possible, ~~BellSouth-AT&T~~ will deny service to ~~SprintSprint CLEC~~'s end user on behalf of, and at the request of, ~~SprintSprint CLEC~~. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ~~SprintSprint CLEC~~.

- 8.1.2 At the request of ~~SprintSprint CLEC~~, ~~BellSouth-AT&T~~ will disconnect a ~~SprintSprint CLEC~~ end user customer using the same time intervals that it uses for its own retail customers.

- 8.1.3 All requests by ~~SprintSprint CLEC~~ for denial or disconnection of an end user for nonpayment must be in writing or electronic communication.

- 8.1.4 ~~SprintSprint CLEC~~ is solely responsible for notifying its end user of the proposed disconnection of the service.

- 8.1.5 ~~BellSouth-AT&T~~ will continue to process calls made to the Annoyance Call Center and will advise ~~SprintSprint CLEC~~ when it is determined that annoyance calls are originated from one of their end user's locations. ~~BellSouth-AT&T~~ shall be indemnified, defended and held harmless by ~~SprintSprint CLEC~~ and/or the end user against any claim, loss or damage arising from providing this information to ~~SprintSprint CLEC~~. It is the responsibility of ~~SprintSprint CLEC~~ to take the corrective action necessary with its end users who make annoying calls, up to and including disconnection of service.

- 8.1.6 ~~BellSouth-AT&T~~ may disconnect and reuse facilities when the facility is in a denied state and ~~BellSouth-AT&T~~ has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the

denied facility.

8.2 The procedures for discontinuing service to ~~Sprint~~Sprint CLEC are as follows:

8.2.1 ~~BellSouth-AT&T~~ reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by ~~Sprint~~Sprint CLEC of the rules and regulations of ~~BellSouth's-AT&T's~~ Tariffs and/or Guidebook, provided that ~~Sprint~~Sprint CLEC receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.

8.2.2 If payment of account is not received by the bill day in the month after the original bill day, ~~BellSouthAT&T~~, upon written notice, may refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. ~~BellSouth-AT&T~~ may, at the same time, give thirty days notice to the person designated by ~~Sprint~~Sprint CLEC to receive notices of noncompliance, and discontinue the provision of existing services to ~~Sprint~~Sprint CLEC at any time thereafter.

8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

8.2.4 If ~~BellSouth-AT&T~~ does not discontinue the provision of the services involved on the date specified in the thirty days notice and ~~Sprint~~Sprint CLEC's noncompliance continues, nothing contained herein shall preclude ~~BellSouth's-AT&T's~~ right to discontinue the provision of the services to ~~Sprint~~Sprint CLEC without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, ~~Sprint~~Sprint CLEC's services will be discontinued. Upon discontinuance of service on ~~Sprint~~Sprint CLEC's account, service to ~~Sprint~~Sprint CLEC's end users will be denied. ~~BellSouthAT&T~~ will also reestablish service at the request of the end user or ~~Sprint~~Sprint CLEC upon payment of the appropriate connection fee and subject to ~~BellSouth's-AT&T's~~ normal application procedures. ~~Sprint~~Sprint CLEC is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Line Information Database (LIDB)

9.1 ~~BellSouth-AT&T~~ will store in its Line Information Database (LIDB) records relating to service only in the ~~BellSouth-AT&T~~ region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 ~~AT&T will provide LIDB Storage upon written request to the Sprint Account Manager stating the requested activation date.~~

10. Optional Daily Usage File (ODUF)

10.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in Attachment 7, Section 9 of this Agreement. Rates for ODUF are as set forth in ~~Exhibit A of Attachment 7.~~ the Pricing Schedule.

10.2 ~~BellSouth~~ AT&T will provide Optional Daily Usage File (ODUF) service upon written request to the ~~BellSouth~~ AT&T Account Manager stating the requested activation date.

11. ~~Enhanced Optional Daily Usage File (EODUF)~~ Intentionally Left Blank.

11.1 ~~The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in Attachment 7, Section 11 of this Agreement. Rates for EODUF are as set forth in Exhibit A of Attachment 7.~~

11.2 ~~BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to the BellSouth Account Manager stating the requested activation date.~~

RESALE DISCOUNTS

State	Residence	Business
	Discount	Discount
Arkansas	14.50%	14.50%
California	17.00%	17.00%
Connecticut	25.40%	25.40%
Illinois	Individual cost work required.	
Indiana	21.46%	21.46%
Kansas	21.60%	21.60%
	Tiered Option: Lines – 19.5%; Vertical Features – 30.5%; Toll – 17.0%	
Michigan	16.62%	16.62%
Missouri	19.20%	19.20%
Nevada	18.05%	18.05%
Ohio	20.29%	20.29%
Oklahoma	19.80%	19.80%
Texas	21.60%	21.60%
Wisconsin		
• Access Lines	14.50%	17.50%
• Access (NRC)	25.00%	27.50%
• Local Usage	17.50%	20.00%
• Toll Usage	21.50%	25.00%
• CO Services	23.00%	25.00%
• ISDN	9.70%	9.70%
• Misc. Business	NA	15.00%
• OS/DA	15.00%	15.00%
• Centrex	NA	25.00%
• Private Line	8.00%	8.00%
• Other	6.00%	25.00%

OPERATIONS SUPPORT SYSTEMS (OSS) RATES

~~BellSouth~~ AT&T has developed and made available the following -mechanized systems by which Sprint CLEC may submit LSRs electronically.

LENS <u>LASR</u>	Local Exchange Navigation System <u>Local Access Service Request system</u>
EDI	Electronic Data Interface
TAGLEX	Telecommunications Access Gateway <u>LSR Exchange</u>

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

Amendment Exhibit 1

- 6.2 ~~Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXC's specified in BellSouth's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid~~ Intentionally Deleted.
- 6.3 Percent Local Use. For AT&T CALIFORNIA AND NEVADA: BellSouthAT&T and Sprint CLEC will report to the other a ~~Percentage Local Usage (PLU)~~. The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, BellSouthAT&T and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. The PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination. By the first of January, April, July and October of each year, BellSouthAT&T and Sprint CLEC shall provide a ~~positive~~ report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU ~~reporting~~ shall be as set forth in BellSouthAT&T Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that BellSouthAT&T, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which BellSouthAT&T will then implement to determine the appropriate

local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide ~~BellSouth~~AT&T with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid.

- 6.4 ~~Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in BellSouth's Jurisdictional Factors Reporting Guide. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively. Detailed requirements associated with PLF reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that BellSouth, as the terminating Party, will provide Sprint CLEC with the calculated PLF factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which BellSouth will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide BellSouth with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the~~

~~terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.~~Intentionally Deleted

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AR		KS		MO		OK		TX	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions: > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions: ≤ 90 Days (Note 2)	Yes	No	Yes	No	No	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	AT&T Wholesale Voicemail Service (Note 3)	No	No	No	No	No	No	No	No	No	No
7	Mobile Services	No	No	No	No	No	No	No	No	No	No
8	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	Yes
9	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	End User Line Charge - Number Portability	No	No	No	No	No	No	No	No	No	No
11	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
12	Inside Wire Maintenance Service Plan (Note 4)	No	No	No	No	No	No	No	No	No	No

Applicable Notes:

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by AT&T directly.
- AT&T Wholesale Voice Mail offering for Resellers is not equivalent to AT&T Retail offering.** AT&T Wholesale Voice Mail product availability is limited to Illinois, Indiana, Michigan, Ohio and Wisconsin, where service is offered via stand-alone agreement.
- Where available, Inside Wire Maintenance Service plans are offered via stand-alone agreement. (Inside Wire Maintenance Plans are not available in Connecticut or Nevada.)
- Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	IL		IN		MI		OH		WI	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions: > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions: ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	AT&T Wholesale Voicemail Service (Note 3)	No	No	No	No	No	No	No	No	No	No
7	Mobile Services	No	No	No	No	No	No	No	No	No	No
8	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10	End User Line Charge – Number Portability	No	No	No	No	No	No	No	No	No	No
11	Public Telephone Access Service (PTAS)	Yes	No	Yes	Yes	Yes	No	Yes	No	Yes	No
12	Inside Wire Maintenance Service Plan (Note 4)	No	No	No	No	No	No	No	No	No	No

Applicable Notes:

1.	Grandfathered services can be resold only to existing subscribers of the grandfathered service.
2.	Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion, had it been provided by AT&T directly.
3.	AT&T Wholesale Voice Mail offering for Resellers is not equivalent to AT&T Retail offering. AT&T Wholesale Voice Mail product availability is limited to Illinois, Indiana, Michigan, Ohio and Wisconsin, where service is offered via stand-alone agreement.
4.	Where available, Inside Wire Maintenance Service plans are offered via stand-alone agreement. (Inside Wire Maintenance Plans are not available in Connecticut or Nevada.)
5.	Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	CT		CA		NV	
		Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions: > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions: ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	No	No	No	No	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes
6	AT&T Wholesale Voicemail Service (Note 3)	No	No	No	No	No	No
7	Mobile Services	No	No	No	No	No	No
8	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No
9	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes
10	End User Line Charge – Number Portability	No	No	No	No	No	No
11	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes
12	Inside Wire Maintenance Service Plan (Note 4)	No	No	No	No	No	No

Applicable Notes:

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by AT&T directly.
- AT&T Wholesale Voice Mail offering for Resellers is not equivalent to AT&T Retail offering.** AT&T Wholesale Voice Mail product availability is limited to Illinois, Indiana, Michigan, Ohio and Wisconsin, where service is offered via stand-alone agreement.
- Where available, Inside Wire Maintenance Service plans are offered via stand-alone agreement. (Inside Wire Maintenance Plans are not available in Connecticut or Nevada.)
- Some of AT&T's local exchange and toll telecommunications services are not available in certain central offices and areas.

Exhibit B
Page 1 of 2

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7.	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8.	AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13.	End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Type of Service		MS		NC		SC		TN			
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?		
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
3.	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3		
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No		
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
7.	N11 Services	Yes	Yes	No	No	No	No	Yes	Yes		
8.	AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No		
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No		
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No		
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No		
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No		
13.	End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No		
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes		

Exhibit B
Page 2 of 2

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

EXHIBIT C

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which AT&T agrees to store in its LIDB certain information at the request of SprintSprint CLEC and pursuant to which BellSouthAT&T, its LIDB customers and SprintSprint CLEC shall have access to such information. SprintSprint CLEC understands that BellSouthAT&T provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of SprintSprint CLEC, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouthAT&T will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third party and collect calls made to numbers in BellSouthAT&T's LIDB, provided that such information is included in the LIDB query. BellSouthAT&T will establish fraud alert thresholds and will notify SprintSprint CLEC of fraud alerts so that SprintSprint CLEC may take action it deems appropriate. SprintSprint CLEC understands and agrees BellSouthAT&T will administer all data stored in the LIDB, including the data provided by SprintSprint CLEC pursuant to this Agreement, in the same manner as BellSouthAT&T's data for BellSouthAT&T's end user customers. BellSouthAT&T shall not be responsible to SprintSprint CLEC for any lost revenue which may result from BellSouthAT&T's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouthAT&T in its sole discretion from time to time.
- SprintSprint CLEC understands that BellSouthAT&T currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. SprintSprint CLEC further understands that these billing and collection customers of BellSouthAT&T query BellSouthAT&T's LIDB to determine whether to accept various billing options from end users. Additionally, SprintSprint CLEC understands that presently BellSouthAT&T has no method to differentiate between BellSouthAT&T's own billing and line data in the LIDB and such data which it includes in the LIDB on SprintSprint CLEC's behalf pursuant to this Agreement. Therefore, until such time as

BellSouthAT&T can and does implement in its LIDB and its supporting systems the means to differentiate SprintSprint CLEC's data from BellSouthAT&T's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) SprintSprint CLEC agrees that it will accept responsibility for telecommunications services billed by BellSouthAT&T for its billing and collection customers for SprintSprint CLEC's end user accounts which are resident in LIDB pursuant to this Agreement. SprintSprint CLEC authorizes BellSouthAT&T to place such charges on SprintSprint CLEC's bill from BellSouthAT&T and agrees that it shall pay all such charges. Charges for which SprintSprint CLEC hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouthAT&T bill page identified with the name of the entity for which BellSouthAT&T is billing the charge.
- (c) SprintSprint CLEC shall have the responsibility to render a billing statement to its end users for these charges, but SprintSprint CLEC's obligation to pay BellSouthAT&T for the charges billed shall be independent of whether SprintSprint CLEC is able or not to collect from SprintSprint CLEC's end users.
- (d) BellSouthAT&T shall not become involved in any disputes between SprintSprint CLEC and the entities for which BellSouthAT&T performs billing and collection. BellSouthAT&T will not issue adjustments for charges billed on behalf of an entity to SprintSprint CLEC. It shall be the responsibility of SprintSprint CLEC and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

~~This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30)-days written notice to the other Party. The term of this Agreement will be as stated in the General Terms and Conditions, Section 2.1.~~

III. FEES FOR SERVICE AND TAXES

- A. SprintSprint CLEC will not be charged a fee for storage services provided by BellSouthAT&T to SprintSprint CLEC, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouthAT&T's income) determined by BellSouthAT&T or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by SprintSprint CLEC. SprintSprint CLEC shall have the right to have BellSouthAT&T contest with the imposing jurisdiction, at SprintSprint CLEC's expense, any such taxes

| that ~~Sprint~~Sprint CLEC deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless as provided in Section 9 of the General Terms and Conditions of this Agreement.

V. LIMITATION OF LIABILITY

The Parties will be governed by the Limitation of Liability provisions in the General Terms and Conditions of this Agreement.

VI. MISCELLANEOUS

| A. It is understood and agreed to by the Parties that ~~BellSouth~~AT&T may provide similar services to other companies.

G. The Parties agree that the interpretation of this Agreement with regard to matters relating to Confidentiality and Publicity, Survival, Force Majeure and Governing Law shall be as provided in the General Terms and Conditions of this Agreement.

|

RESALE ADDENDUM TO LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouthAT&T Telecommunications, Inc. (“BellSouthAT&T”), and SprintSprint CLEC (“SprintSprint CLEC”), effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for SprintSprint CLEC’s provision of billing number information to BellSouthAT&T for inclusion in BellSouthAT&T’s LIDB. BellSouthAT&T will store in its LIDB the billing number information provided by SprintSprint CLEC, and BellSouthAT&T will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouthAT&T for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BellSouthAT&T that identifies a telephone line associated with a resold local exchange service, or with a Local Number Portability arrangement.
- C. Special billing number - a ten digit number that identifies a billing account established by BellSouthAT&T in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouthAT&T.
- E. PIN number - a four digit security code assigned by BellSouthAT&T which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the SprintSprint CLEC.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

- J. Billing number information - information about billing number or Calling Card number as assigned by BellSouthAT&T and toll billing exception indicator provided to BellSouthAT&T by SprintSprint CLEC.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouthAT&T will include billing number information associated with resold exchange lines or Local Number Portability arrangements in its LIDB. SprintSprint CLEC will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouthAT&T shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouthAT&T shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouthAT&T's reasonable control. BellSouthAT&T will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouthAT&T will issue line-based calling cards only in the name of SprintSprint CLEC. BellSouthAT&T will not issue line-based calling cards in the name of SprintSprint CLEC's individual end users. In the event that SprintSprint CLEC wants to include calling card numbers assigned by SprintSprint CLEC in the BellSouthAT&T LIDB, a separate agreement is required.
- C. BellSouthAT&T will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouthAT&T is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouthAT&T, and where the last four digits (PIN) are a security code assigned by BellSouthAT&T.
 2. Determine whether SprintSprint CLEC has identified the billing number as one which should not be billed for collect or third number calls, or both.

|

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

This Attachment 2 is subject to the General Terms and Conditions of this Agreement.

1. Introduction

- 1.1 The Parties will implement the requirements of the Third Report and Order, CC Docket No. 96-98, Released November 5, 1999 (UNE Remand) in accordance with the effective dates set forth therein and all subsequent FCC, Commission or court orders.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

BellSouth offers non-discriminatory access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber and high frequency spectrum of the loop as set forth in this Attachment.

- 1.2 BellSouth shall, upon request of Sprint, and to the extent technically feasible, provide to Sprint access to its network elements for the provision of Sprint's telecommunications service. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or its affiliates or such access as would offer an efficient carrier a meaningful opportunity to compete. If no rate is identified in the contract, the rate for the specific service or function will be as negotiated by the Parties.
- 1.3 Sprint may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Sprint chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. BellSouth shall deliver the network elements purchased by Sprint for combining to the designated Sprint collocation space or other technically feasible point of access for the type of UNE requested. The network elements shall be provided as set forth in this Attachment.
- 1.4 Except upon request by Sprint, BellSouth shall not separate, disconnect or disrupt the functionalities of requested network elements that BellSouth currently combines. QuickServ lines shall be considered Currently Combined for the purposes of this Agreement.
- 1.4.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

For the purposes of this Agreement in these states, the term Currently Combines means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, in these states, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed.

1.4.2 Alabama, Florida and North Carolina

For purposes of this Agreement in Alabama, Florida, and North Carolina, the term “Currently Combines” means that network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth’s actual performance or applicable industry standards. BellSouth represents that BellSouth's technical publications referenced in this amendment conform with national standards (i.e. ANSI) where they exist, and shall be modified in the future to conform with new or modified national standards and final FCC Orders; provided, however, in instances where multiple conflicting national standards exist, BellSouth shall adopt the standard(s) most compatible with its network; provided, however, BellSouth will make Sprint aware of such conflict(s), and, if Sprint requests, fully document the conflict, and provide Sprint with the rational for adopting the particular standard including why it is most compatible with BellSouth’s network.

1.6 Upon the effective date of any legislative, regulatory, judicial or other legal action that modifies or redefines the “Network Elements” in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 Sprint will adopt and adhere to the appropriate ANSI standards regarding maintenance and installation of service.

2. Unbundled Loops

2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

- 2.2.1 The unbundled loop is the physical medium or functional path which Sprint is granted exclusive use, is a transmission path between the main distribution frame, or its equivalent, in a BellSouth Central Office, or remote wire center and up to the loop demarcation point at an end user customer premise, including customer premises wire owned by BellSouth. Each unbundled loop will be provisioned with a NID or other appropriate demarcation device. Loop types include, but are not limited to, dark fiber and other loop types as set forth in section 2.3 of this attachment.
- 2.2.2 With the exception of Digital Subscriber Line Access Multiplexers (DSLAMs), the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity.
- 2.2.3 In defining a loop, BellSouth is obliged to provide a loop capable of supporting a variety of services (e.g., a continuous copper facility, free of load coils with bridged taps conditioned for advanced services), when requested by Sprint. When such facilities are not available as a result of (a) a lack of BellSouth facilities; (b) the presence of incompatible intervening electronics; or (c) due to other constraints, including but not limited to the inadequate electrical characteristics of the loop, then BellSouth will provide the following options:
1. Special Construction process may be used to place new facilities as requested by Sprint,
 2. Sprint may use BellSouth's Unbundled Loop Modifications (ULM) offering to condition the loop by removing intervening equipment and/or load coils,
 3. Sprint may obtain access to the sub-loop component that serves the intended end user.
- 2.2.4 Unbundled Loop Modifications (ULM)
- 2.2.4.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Sprint, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.4.2 ULM is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.2.4.3 BellSouth shall recover the cost of line conditioning requested by Sprint through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of

the Act and in compliance with FCC Rule 52.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, Sprint shall pay to BellSouth interim cost-based charges established by BellSouth, such charges to be subject to true up in accordance with Section 22.3 of this Attachment.

2.2.5 Loop Qualification

2.2.5.1 The pre-ordering function includes non-discriminatory access to the same detailed information about the loop that is available to BellSouth. Loop qualification information identifies the physical attributes of the loop plant (such as loop length, the presence of analog load coils and bridge taps, and the presence and type of Digital Loop Carrier) that enable carriers to determine whether the loop is capable of supporting xDSL and other advanced technologies.

2.2.5.2 As part of the loop qualification process, BellSouth will provide, to the extent such information exists, the following to Sprint:

2.2.5.2.1 the composition of the loop material, including, but not limited to fiber optics, copper;

2.2.5.2.2 the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups;

2.2.5.2.3 the loop length, including the length and location of each type of transmission media;

2.2.5.2.4 the wire gauge(s) of the loop; and

2.2.5.2.5 the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

2.2.6 Service Inquiry - Manual Loop Qualification

2.2.6.1 BellSouth's Service Inquiry (SI) process is a manual loop qualification process for use in connection with provisioning xDSL Digital Loops. The current SI process involves sending an SI form and the Local Service Request (LSR) to the Complex Resale Service Group (CRSG) which directs BellSouth to look for a specific xDSL loop type at a particular address. Once BellSouth determines whether or not facilities exist for that type of loop at the requested address, the response will be sent back to Sprint.

2.2.6.2 If the requested xDSL capable facilities are available, the LSR will be processed and the loop will be provisioned and the associated loop makeup data will be

provided. If the requested xDSL capable facilities are not available, Sprint will be notified promptly of the reasons such loop types are not available.

2.2.6.3 If that loop type can be made available through the removal of equipment and/or bridge tap, Sprint may use BellSouth's Unbundled Loop Modification (ULM) product to condition the loop to Sprint's specifications. BellSouth will only ensure electrical continuity and balance to tip and ring on circuits modified beyond the appropriate standards for that loop type.

2.2.6.4 Currently, the cost of the SI is included in the NRC for the loop itself. In the future, if BellSouth develops a separate charge for the SI, the NRC for the loop will be reduced by an equivalent amount.

2.2.6.5 BellSouth will use its best efforts to perform the SI Manual Loop Qualification Process within 3 to 5 business days.

2.2.7 Preordering Loop Makeup (LMU)

2.2.7.1 Description of Service

2.2.7.1.1 BellSouth shall make available to Sprint loop makeup (LMU) information so that Sprint can make an independent judgment about whether the loop is capable of supporting the advanced services equipment Sprint intends to install and the services Sprint wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from Sprint ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.2.7.1.2 BellSouth will provide Sprint with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.2.7.1.3 BellSouth's LMU information is provided to Sprint as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.2.7.1.4 Sprint may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by Sprint and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop requested taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Sprint's ability to provide advanced data services over the ordered

loop type. Further, if Sprint orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Sprint is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.2.7.2 Submitting Loop Makeup Service Inquiries

2.2.7.2.1 Sprint may obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop information from the mechanized LMUSI process, if Sprint needs further loop information in order to determine loop service capability, Sprint may initiate a separate manual LMUSI for a separate nonrecurring charge as set forth in Section 7.

2.2.7.2.2 **Manual** LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry will be in accordance with the BellSouth Products and Services Interval Guide located on the BellSouth website or as may be ordered by a state commission. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.2.7.3 Loop Reservations

2.2.7.3.1 Sprint may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to Sprint. During and prior to Sprint placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Sprint does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.2.7.3.2 For a Mechanized LMUSI, Sprint may reserve up to ten loop facilities. For a Manual MNUSI, Sprint may reserve up to three loop facilities.

2.2.7.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.2.7.4 Ordering of Other UNE Services

2.2.7.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Sprint will not be billed any additional LMU changes for the loop ordered on such LSR. If, however, Sprint does not reserve

facilities upon an initial LMUSI, Sprint's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rate matrix of this Attachment.

- 2.2.7.4.2 Where Sprint has reserved multiple loop facilities on a single reservation, Sprint may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Sprint, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Sprint. If the ordered loop type is not available, Sprint may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.
- 2.2.8 When available and upon Sprint's request, BellSouth shall provide Sprint electronic access to its UNE loop test system. BellSouth provides Sprint test access to designed and non-designed services through Electronic Communications Trouble Administration (ECTA).
- 2.2.9 Whether conditioned or unconditioned, all loops will be included in any service performance measurements, as set forth in Attachment 9 of this Agreement.
- 2.2.10 The provisioning and installation interval for an unbundled DSL capable loop where no conditioning is requested will be in accordance with the BellSouth Products and Services Interval Guide or the same interval that is provided to other CLECs or BellSouth affiliates whichever is shorter. The provisioning and installation intervals for conditioning of unbundled DSL capable loops up to 18,000 feet will be at parity with the BellSouth 's retail analog or affiliate interval and will be determined on an individual case basis. Conditioning of an unbundled DSL capable loop in excess of 18,000 feet will have an individual case basis determined provisioning and installation interval.
- 2.2.11 To the extent that the provisioning of an unbundled loop to Sprint will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space, these cross-connects are a separate element and are not considered a part of the loop.

BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

"Order Coordination" refers to standard BellSouth service order coordination involving the reuse of facilities where Sprint is requesting that their loop order be provisioned over an existing circuit that is currently providing service to the end user. OC will be provided as a standard item on SL2 voice grade loops and all Unbundled Digital Loops (UDLs). OC will be provided as a chargeable option on SL1 voice grade loops, and all Unbundled Copper Loops. Order coordination for

physical conversions will be scheduled by mutual agreement during normal working hours on the committed due date and at parity with that which BellSouth provides itself, BellSouth's own subscribers, to a BellSouth Affiliate or its subsidiaries, or to any other entity.

“Order Coordination - Time Specific” refers to service order coordination in which Sprint requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Sprint may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If Sprint specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Any such overtime charges will be at parity with that BellSouth provides to a BellSouth Affiliate or its subsidiaries, or to any other entity. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

	Order Coordination (OC)	Order Coordination - Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable option	Chargeable Option*	Not available	Chargeable Option - ordered as Engineering Information Document	Charged for Dispatch inside & outside Central Office
SL-2	Included	Chargeable Option*	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option* (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable Option	Not available	Included	Included	Charged for Dispatch outside Central Office

*Order Coordination-Time Specific charge for orders due on same day at same location will be applied on a per LSR basis. For UVL-SL1, Sprint must order OC when requesting OC-TS.

Where facilities are available, BellSouth will install loops in accordance with the BellSouth Products and Services Interval Guide located on the BellSouth website or as may be ordered by a state commission. For orders of 14 or more loops, the

installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Sprint, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. If Sprint cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the methodology described in FCC #1 Tariff, Section 5.4 and applied to the TELRIC based non-recurring charges in this agreement.

If a Sprint order for a local loop is modified by Sprint or a Sprint end-user, Sprint will compensate BellSouth for costs incurred by BellSouth for provisioning or accommodating the modification of the local loop, unless such costs are already being recovered through approved rates. Upon implementation of such charges by BellSouth, Sprint may charge BellSouth order modification charges using the same rates and conditions as BellSouth utilizes for assessing such charges to Sprint.

2.2.12 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed and will not have test points. OC will be offered as a chargeable option on SL1 loops when reuse of existing facilities has been requested by Sprint. Sprint may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops. If Sprint requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

SL2 loops shall have test points, will be designed with a Design Layout Record provided to Sprint, and will be provided with Order Coordination. The OC feature will allow Sprint to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.2.13 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR). BellSouth will maintain the UDL characteristics in a manner that ensures the loop is as it was

when it was provisioned. The parties shall use their best efforts to avoid service degradation caused by spectrum interference.

2.2.14 As a chargeable option on all loops except UVL-SL1 and Unbundled Copper Loop (UCL), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Sprint the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.2.15 Upon successful completion of the cooperative test with BellSouth, Sprint will be responsible for testing and isolating troubles on the loops. Once Sprint has isolated a trouble to the BellSouth provided loop, Sprint will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.2.16 If Sprint reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Sprint for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.2.17 If Sprint reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Sprint for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

2.3 Technical Requirements

2.3.1 To the extent available within BellSouth's network at a particular location, BellSouth will offer unbundled loops capable of supporting telecommunications services as set forth in this section. If a requested unbundled loop type is not available, then Sprint can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Sprint's request.

2.3.2 Sprint will have access to the following Unbundled Local Loop ("ULL") types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this section. Using the appropriate collocation or other point of access methodologies, Sprint also shall have the right to place appropriate equipment, such as digital subscriber line access multiplexing equipment, at the fiber/copper interface point in BellSouth's loop plant. Sprint will use its best efforts to minimize its equipment's interference with the BellSouth network and will work cooperatively to resolve any such occurrences.

2.3.2.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat

ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks and pay telephone lines.

- 2.3.2.2 "4- Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.
- 2.3.2.3 "2-Wire ISDN Digital Grade ULL," "BRI ISDN" or IDSL which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 and conforms to Power Spectral Density Mask.
- 2.3.2.4 "2-Wire ADSL-Compatible ULL or ADSL-2W" is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. An ADSL-2W is a transmission path that may be suitable for the data rates of up to a 6 Mbps digital signal downstream (toward the Customer) at a 6dB performance margin and up to a 640 Kbps digital signal upstream (away from the Customer) at a 6dB performance margin while simultaneously carrying an analog voice signal, although Sprint is not restricted to those bandwidth specifications in providing its services (nor does BellSouth guarantee such data rates), provided that Sprint complies with appropriate industry standards. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame. The upstream and downstream ADSL power spectral density masks and dc line power limits referenced in BellSouth ANSI T1.413.1998 shall apply.
- 2.3.2.5 "2-Wire HDSL-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in TA-NWT-001210 shall apply.
- 2.3.2.6 " HDSL2-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair. BellSouth will provide a loop that meets Carrier Serving Area Guidelines, which are defined in T1 Technical Report # 28. To the extent that separate industry approved NC and NCI codes are designated for HDSL2 loops, BellSouth will modify its ordering procedures to accept those separate ordering codes.
- 2.3.2.7 "4-Wire HDSL-Compatible ULL or HDSL-4W" consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Bellcore TA-NWT-001210 shall apply.

- 2.3.2.8 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) is a transmission path that supports the transmission of digital signals up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and a Sprint Collocation node at a[BellSouth] central office. A DS-1 Digital Grade Loop is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.
- 2.3.2.9 Other DSL Technologies: As the Industry accepts other power spectral density masks, BellSouth will allow additional types of DSL technologies and/or services such as SDSL and VDSL to be provided on unbundled network element(s) contained in this agreement. Then Sprint may order the unbundled element(s) as a result of this agreement and use the additional DSL technologies without re-negotiations or contract amendments.
- 2.3.2.10 Unbundled loops will be ordered by using the appropriate NC/NCI code. If Sprint requests a loop to be modified beyond the appropriate characteristics for that loop type then the newly modified loop will be ordered and inventoried as an unbundled copper loop (UCL).
- 2.3.3 Carrier Serving Area (CSA)
- 2.3.3.1 Carrier Serving Area (CSA) Loop Specifications - CSA design specifications were originally developed to support 56 Kbps Digital Data Service (DDS) delivery to customers served by Digital Loop Carrier (DLC) systems. A CSA loop is defined as a wire pair that meets CSA design guidelines whether it originates from a central office or from a remote terminal site.
- 2.3.3.2 CSA loops will be designed to meet the specifications as described in Telcordia SR2275, Issue 3, 12/97 (Section 7-Transmission).
- 2.3.3.3 Loops that comply with CSA specifications are intended to support DSL services such as HDSL, HDSL2, SDSL at a 768 Kbps symmetrical transmission rate, and ADSL at a 6 Mbps by 640 Kbps asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.
- 2.3.3.4 CSA loops may be ordered from the BellSouth using a Telcordia standard Network Channel (NC) code of LXC.
- 2.3.4 Revised Resistance Design (RRD)

- 2.3.4.1 Revised Resistance Design (RRD) Loop Specification - Revised Resistance Design specifications are described in Telcordia, SR2275, Issue 3, 12/97 (Section 7-Transmission).
- 2.3.4.2 Loops that comply with RRD design specifications are intended to support SDSL up to a 384 Kbps symmetrical transmission rate and ADSL up to a 1.5 Mbps by 384 asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.
- 2.3.4.3 RRD loops may be ordered from BellSouth using a Telcordia standard Network Channel (NC) code of LXR. BellSouth will provide an unbundled digital loop that is ADSL compatible that meets RRD using LXR.
- 2.3.5 Unbundled Copper Loops (UCL) - Short and Long. UCLs will be offered in two versions. The short UCL will be non-loaded copper loop of up to 18kf and has Resistance Design criteria for resistance and bridge tap. The long UCL would be any copper loop that is longer than 18kf where the load coils have been removed through the ULM process. Unbundled Copper Loops may be ordered from BellSouth using a Telcordia standard Network Channel Code of LX-N (for short copper loops) and LX-- (for long copper loops), or other Telcordia standard NC code as may be adopted in the future.
- 2.3.6 Sprint will pre-qualify the loops based on the above specifications. If, after receiving the Sprint order, BellSouth determines based on records, that the loop does not meet the specifications, BellSouth will notify Sprint of its findings and will work cooperatively with Sprint, to resolve any issues or discuss alternatives.
- 2.3.7 The loop will support the transmission, signaling, performance and interface requirements of the services described in Section 2.3.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Sprint will be consistent with industry standards. To the extent there are no applicable industry standards, BellSouth's TR73600 will apply.
- 2.3.8 In some instances, Sprint will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Sprint can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Sprint will determine the type of service that will be provided over the loop. Sprint will utilize BellSouth's ULM process to request these changes. The rates for ULM are included in Exhibit C.
- 2.3.9 The loop shall be provided to Sprint in accordance with the following Technical References:
BellSouth's TR73600, Unbundled Local Loop Technical Specification

- 2.3.9.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.3.9.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.3.9.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.3.9.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

3. Integrated Digital Loop Carriers

- 3.1 When Sprint requests an unbundled Loop currently served by BellSouth's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology in which there is no access to a contiguous loop, BellSouth will, where available, move the requested unbundled Loop to a vacant cable pair, universal digital loop carrier, or other non-integrated DLC transmission equipment for the purpose of unbundling the Loop at no additional charge to Sprint. If, however, no vacant unbundled Loop is available, BellSouth will within twenty-four (24) hours, of Sprint's request, notify Sprint of the lack of available facilities. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Sprint will then have the option of paying the one time SC rates to place the loop facilities or Sprint may choose some other method of providing service to the end user (e.g., Resale, private facilities, etc.).

4. Network Interface Device

- 4.1 Definition
 - 4.1.1 The Network Interface Device (NID) Network Element is defined as a cross-connect device used to connect loop facilities to inside wiring including all features, functions, and capabilities required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.
- 4.2 Technical Requirements

- 4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 4.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.2.5 Where practicable, the NID shall be physically accessible to Sprint designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, the Parties shall work cooperatively to obtain entrance permission directly from the end user.
- 4.2.6 Upon Sprint's request, BellSouth will provide at the customer's premise a properly terminated drop at the Network Interface Device (NID) or demarcation. In an attempt to avoid additional truck rolls behind a service order, Sprint will provide a toll free number for use by BellSouth field technicians. When this method of order completion is used, the Sprint Operations center will immediately test the loop condition, and accept or reject the loop based on the test results. BellSouth will also provide to Sprint at an additional cost, as set forth in FCC #1 tariff section 13.2.6.c, cooperative testing to test any network element provided by BellSouth and to test the overall functionality of network elements that are connected to one another or to equipment or facilities provided or leased by Sprint, to the extent BellSouth has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that BellSouth is required to provide for unbundled network elements under this Agreement.
- 4.3 Interface Requirements
 - 4.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
 - 4.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
 - 4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

- 4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 “Indoor Telephone Network Interfaces”;
- 4.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 “Generic Requirements for Outdoor and Indoor Building Entrance”

5. Loop Termination

- 5.1 As part of the loop ordering process, Sprint will provide central office termination information. This information will be in the form of a Sprint tie cable name and pair number.
- 5.2 When continuity is established from the Sprint tie cable pair, through any intermediate field cross connect points, and is properly terminated at the NID, BellSouth will inform Sprint of order completion.

6. Unbundled Loop Concentration (ULC) System

- 6.1.1 BellSouth will provide to Sprint loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 6.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Sprint at Sprint's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

7. Sub-loop Elements

- 7.1 Where facilities are in place and available, BellSouth shall, pursuant to 47 CFR § 51.319 (a) (2), offer access to its Unbundled Sub-Loop (USL), Unbundled SubLoop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. If no facilities exist, Sprint may utilize BellSouth's special construction process to request the placement of such facilities.

7.2 Unbundled Sub-Loop (USL)

7.2.1 Definition

7.2.1.1 Subloops

The Subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire (owned by BellSouth). An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. These would include a technically feasible point near the customer premises, such as the pole or pedestal, the network interface device (NID), or the minimum point of entry to the customer premises. Another point of access would be the feeder distribution interface (FDI). The FDI might be located in the utility room in a multi-dwelling unit, in a remote terminal, or in a controlled environment vault (CEV). A third point of access is the main distribution frame in BellSouth's central office.

7.2.1.2 The Unbundled Sub-Loop will be copper twisted pair. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is technically feasible to place the required facilities where Sprint has requested access to Unbundled Sub-Loops. If existing cross-connect capacity within the cross-box is sufficient to meet Sprint's demand, then BellSouth will perform the set-up work as described in the next section 7.2.1.3. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 7.2.1.3) to accommodate Sprint's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Sprint will then have the option of paying the one-time SC charge to modify the facilities to meet Sprint's request.

7.2.1.3 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice Sprint's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, Sprint's requested sub-loop pairs would be provisioned through the service order process based on the submission of an LSR to the LCSC.

7.2.2 Requirements for All Unbundled Sub-Loops

7.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, Sprint would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. Sprint's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.

7.2.3 Interface Requirements

7.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

7.2.3.2 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

7.3 Unbundled Sub-Loop Concentration System (USLC)

7.3.1 Where facilities are in place and available, BellSouth will provide Sprint with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Sprint's collocation space. TR-008 and TR303 interface standards are available. If no facilities exist, Sprint may utilize BellSouth's special construction process to request the placement of such facilities.

7.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Sprint's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Sprint's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

7.3.3 In these scenarios Sprint would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Sprint's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

7.4 Unbundled Network Terminating Wire (UNTW)

7.4.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Sprint pursuant to the following terms and conditions at rates as set forth in this Attachment.

7.4.2 Definition

7.4.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.

7.4.3 Requirements

7.4.3.1 BellSouth will offer spare pairs that are available to an end user's premises to Sprint. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Sprint's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Sprint. If after BellSouth has relinquished the first pair to Sprint and the end user decides to change local service providers to BellSouth, Sprint will relinquish the first pair back to BellSouth.

7.4.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Sprint agrees to surrender their spare pair(s) upon request by BellSouth.

7.4.3.3 If an end user of Sprint desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Sprint agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

7.4.3.4 If Sprint has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Sprint's NTW to provide local exchange service to the end user, then Sprint agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

7.4.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.

7.4.4 Technical Requirements

7.4.4.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW.

The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Sprint will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Sprint will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

8. High Frequency Spectrum Network Element

8.1 General

8.1.1 BellSouth shall provide Sprint access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") Modification at the rates set forth in Exhibit C. BellSouth shall provide Sprint with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

8.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Sprint the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, Asymmetrical Digital Subscriber Line ("ADSL"), Rate Adaptive Digital Subscriber Line ("RADSL"), and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Sprint shall only use xDSL technology that is within the Power Spectral Density ("PSD") mask parameters set forth in T1.413 or other applicable industry standards. Sprint shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

8.1.3 The following loop requirements are necessary for Sprint to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, Digital Added Main Lines ("DAMLs"), or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth will provide Sprint access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2.4 of this Attachment 2. BellSouth shall bill and Sprint shall pay the rates for such services, as described in Exhibit C.

8.1.3.1 The interim costs for conditioning are subject to true up as provided in Section 22.3 of this Attachment 2. BellSouth will condition loops to enable Sprint to

provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. If Sprint requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Sprint shall pay for the loop to be restored to its original state.

- 8.1.4 Sprint's termination point is the point of termination for Sprint on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Sprint's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to Sprint's xDSL equipment in Sprint's collocation space.
- 8.1.5 Sprint shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 8.2 Provisioning of High Frequency Spectrum and Splitter Space
 - 8.2.1 BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:
 - 8.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of Sprint's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.
 - 8.2.1.2 Once a splitter is installed on behalf of Sprint in a central office, Sprint shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
 - 8.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Sprint access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Sprint with a carrier notification letter at least 30 days before such change and shall work collaboratively with Sprint to select a mutually agreeable brand of splitter for use by BellSouth. Sprint shall thereafter purchase ports on the splitter as set forth more fully below.

- 8.2.1.4 BellSouth will install the splitter in (i) a common area close to the Sprint collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Sprint DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Sprint DS0 at such time that a Sprint end user's service is established.
- 8.2.1.5 Sprint Owned Splitters
- 8.2.1.5.1 Upon completion of the conditions set forth below, BellSouth (i) shall provide Sprint with the option of purchasing, installing and maintaining central office POTS splitters in its collocation arrangements, and (ii) shall enable Sprint to obtain access to, and provide digital subscriber line services to Sprint's customers via High Frequency Spectrum Network Elements that utilize such splitters.
- 8.2.1.5.2 Consistent with this splitter option, the Parties agree to meet collaboratively as often as necessary to resolve the following operational issues within 60 days of execution of this agreement:
- 8.2.1.5.2.1 Maintenance & Repair procedures must be established for locating and resolving voice troubles found to be in Sprint's equipment or wiring.
- 8.2.1.5.2.2 Procedures will be developed for BellSouth's testing of voice circuits that enter Sprint's collocation arrangement.
- 8.2.1.5.2.3 COSMOS must be modified to be able to accept two Cable Facility Assignment ("CFA") pair assignments from Sprint when Sprint orders High Frequency Spectrum. In order for this modification of COSMOS to be completed as quickly as possible, the Parties agree as follows:
- 8.2.1.5.2.3.1 Sprint shall identify for BellSouth the cable pairs in specific central offices that Sprint intends to use for line sharing; and
- 8.2.1.5.2.3.2 BellSouth agrees to complete modifications to COSMOS for these cable pairs within 45 days.
- 8.2.1.5.2.3.3 If it is not technically feasible for BellSouth to complete these modifications within 45 days, BellSouth will use its best efforts to develop a work-around solution that will enable Sprint to provide its services using High Frequency Spectrum and Sprint's splitters within 60 days. In the event such a work-around must be developed, BellSouth agrees to work collaboratively with Sprint to develop said work-around and the Parties shall use their best efforts to develop a work-around that enables BellSouth to access records for maintenance and repair purposes.

- 8.2.1.5.3 In the event Sprint desires to place a splitter in its physical collocation space, and such placement does not require additional cabling, cable racking, or space, BellSouth will not require an application to modify existing collocation space pursuant to Attachment 4 of the Agreement. A splitter, for purposes of this Agreement, is a passive device requiring no power and emitting no heat. Sprint shall provide BellSouth ten (10) calendar days advance written notice of its intent to place a splitter in its collocation space. Such notice shall include the following: (1) the date Sprint anticipates commencing the work; and (2) the estimated date of completion. Prior to installation of the splitter, Sprint or its certified vendor will provide a Method of Procedure for each affected collocation space. In the event the equipment installed by Sprint does not comply with Section 8.2.1.5.4 below, or with applicable provisions of Attachment 4 of the Agreement, BellSouth, upon delivery of written notice to Sprint, may require Sprint to remedy such non-compliance. Such remedy may include removal of the equipment installed if such removal is necessary to comply with Attachment 4 of the Agreement. BellSouth shall permit Sprint a reasonable amount of time to remedy such noncompliance unless such noncompliance is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person.
- 8.2.1.5.4 Any splitters installed by Sprint in its collocation arrangements shall comply with ANSI T1.413, Annex E, or any future ANSI splitter standards. BellSouth shall also permit Sprint to install any splitters in its collocation arrangement that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 8.2.1.6 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be required to purchase the full stand-alone loop unbundled network element. However, if the end user terminates service with BellSouth because it is changing voice service to a voice providing CLEC, Sprint shall only be permitted to continue to use the loop if there is another loop physically available to the voice providing CLEC. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Sprint notice in a reasonable time prior to disconnect, which notice shall give Sprint an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Sprint purchases the full stand-alone loop, Sprint may elect the type of loop it will purchase. Sprint will pay the appropriate recurring and non-recurring rates for such loop as set for in this Agreement. In the event Sprint purchases a voice grade loop, Sprint acknowledges that such loop may not remain xDSL compatible.

- 8.2.1.7 Sprint and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Sprint agree that Sprint is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Sprint with access to feeder subloops at UNE prices. BellSouth and Sprint will work together to establish methods and procedures for providing Sprint access to the High Frequency Spectrum over fiber fed digital loop carriers.
- 8.3 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop
- 8.3.1 To order High Frequency Spectrum on a particular loop, Sprint must have a Digital Subscriber Line Access Multiplexer (“DSLAM”) collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Sprint to create a concurrent process that allows Sprint to order splitters in central offices where Sprint is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Sprint’s collocation provisioning interval. While that process is being developed, Sprint may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install these splitters within the interval provided in Section 8.2.1.1.
- 8.3.2 For splitters owned by BellSouth, BellSouth will devise a splitter order form that allows Sprint to order splitter ports in increments of 24 or 96 ports.
- 8.3.2.1 BellSouth will provide Sprint the Local Service Request (“LSR”) format to be used when ordering the High Frequency Spectrum.
- 8.3.3 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: BellSouth will return a Firm Order Confirmation (“FOC”) in no more than two (2) business days after receipt of a valid, error free LSR. Once BellSouth implements electronic OSS for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time or, for orders that do not flow through, in forty-eight (48) hours. BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:
- 8.3.3.1 For 1-5 lines at the same address within three (3) business days from the receipt of Sprint’s FOC; 6-10 lines at same address within 5 business days from the receipt of Sprint’s FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and Sprint will re-evaluate these intervals.
- 8.3.4 BellSouth will provide to Sprint BellSouth’s Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

- 8.3.5 BellSouth will provide Sprint access to the Preordering Loop Makeup (LMU), in accordance with Section 2.2.7 of this Attachment. BellSouth shall bill and Sprint shall pay the rates for such services, as described in Exhibit C of this Attachment.
- 8.4 Maintenance and Repair
- 8.4.1 Sprint shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Sprint may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 8.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Sprint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 8.4.3 Sprint shall inform its end users to direct data problems to Sprint, unless both data and voice services are impaired, in which event, the end users should call BellSouth.
- 8.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble will notify the end user that the trouble is on the other Party's portion of the loop.
- 8.4.5 In the event Sprint's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Sprint and allow twenty-four (24) hours to cure the trouble. If Sprint fails to resolve the trouble, BellSouth may discontinue Sprint's access to the High Frequency Spectrum on such loop.
- 8.5 Pricing
- 8.5.1 BellSouth and Sprint agree to negotiated, interim rates for the High Frequency Spectrum as shown in Exhibit C. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum,

BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Sprint's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

- 8.5.2 BellSouth and Sprint enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Sprint may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Sprint may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Sprint might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Sprint with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

9. Switching

- 9.1 BellSouth shall provide non-discriminatory access to local circuit switching capability on an unbundled basis, except as set forth below in Section 9.4 to Sprint for the provision of a telecommunications service. BellSouth shall provide nondiscriminatory access to packet switching capability on an unbundled basis to Sprint for the provision of a telecommunications service only in the limited circumstance described below in Section 12.3.

- 9.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Sprint regarding the use of Switching capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

- 9.3 Local Circuit Switching Capability, including Tandem Switching Capability

9.3.1 Definition

- 9.3.1.1 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial

tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

9.3.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

9.4 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Sprint when Sprint serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

9.5 Rates.

9.5.1 In Florida the rate charged will be as follows:

In the event that Sprint orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999, BellSouth shall charge Sprint the market based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

9.5.2 In Georgia, Louisiana, North Carolina, South Carolina and Tennessee the rate charged will be as follows:

In the event that Sprint orders local circuit switching for a single end user account name with four (4) or more two (2) wire voice-grade loops from a BellSouth central office where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999, BellSouth shall charge Sprint the non-UNE based rate in Exhibit C for use of the local circuit switching functionality for the affected facilities.

- 9.6 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Sprint. Any features that a switch is capable of providing and are technically feasible but have not yet been activated can be requested through the BFR process.
- 9.7 BellSouth will provide to Sprint purchasing BellSouth switching and/or reselling BellSouth exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Sprint customers may use the same dialing arrangements as BellSouth customers, but obtain a Sprint branded service.
- 9.8 Technical Requirements
- 9.8.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 9.8.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 9.8.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 9.8.1.3 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Sprint will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 9.8.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 9.8.1.5 BellSouth shall activate service for a Sprint customer or for Sprint's network interconnection using any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Sprint's services without loss of switch feature functionality as defined in this Agreement.
- 9.8.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 102, 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 9.8.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

- 9.8.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 9.8.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 9.8.1.10 Special Services provided by BellSouth will include the following:
 - 9.8.1.10.1 Telephone Service Prioritization;
 - 9.8.1.10.2 Related services for handicapped;
 - 9.8.1.10.3 Soft dial tone where required by law; and
 - 9.8.1.10.4 Any other service required by law.
- 9.8.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR2863-CORE).
- 9.8.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 9.8.1.13 BellSouth shall provide data regarding a customer line, traffic characteristics or other measurable elements to Sprint, upon a reasonable request from Sprint. Sprint will pay BellSouth for all reasonable and demonstrative costs incurred to provide such data through the Bona Fide Request/New Business Request process.
- 9.8.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 9.8.1.14.1 Basic and primary rate ISDN;
 - 9.8.1.14.2 Residential features;
 - 9.8.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 9.8.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

- 9.8.1.14.5 Advanced intelligent network triggers supporting Sprint and BellSouth service applications.
- BellSouth shall offer to Sprint all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
- 9.8.1.14.5.1 Off-Hook Immediate
- 9.8.1.14.5.2 Off-Hook Delay
- 9.8.1.14.5.3 Termination Attempt
- 9.8.1.14.5.4 6/10 Public Office Dialing Plan
- 9.8.1.14.5.5 Feature Code Dialing
- 9.8.1.14.5.6 Customer Dialing Plan
- 9.8.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Sprint:
- 9.8.1.14.6.1 Private EAMF Trunk
- 9.8.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
- 9.8.1.14.6.3 N11
- 9.8.1.14.6.4 Automatic Route Selection
- 9.8.1.15 Where capacity exists, BellSouth shall assign each Sprint customer line the class of service designated by Sprint (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Sprint customers to Sprint directory assistance operators at Sprint's option. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.
- 9.8.1.16 Where capacity exists, BellSouth shall assign each Sprint customer line the class of services designated by Sprint (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Sprint customers to Sprint operators at Sprint's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Sprint Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.
- 9.8.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

- 9.8.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
- 9.8.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
- 9.8.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
- 9.8.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.
- 9.8.2 Interface Requirements
 - 9.8.2.1 BellSouth shall provide the following interfaces to loops:
 - 9.8.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 9.8.2.3 Coin phone signaling;
 - 9.8.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 9.8.2.5 Two-wire analog interface to PBX;
 - 9.8.2.5.1 Four-wire analog interface to PBX;
 - 9.8.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
 - 9.8.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 9.8.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
 - 9.8.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
 - 9.8.2.10 BellSouth shall provide access to the following but not limited to:
 - 9.8.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Sprint;
 - 9.8.2.12 Interface to Sprint operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 9.8.2.13 Interface to Sprint directory assistance services through the Sprint switched network or to Directory Assistance Services through the appropriate trunk

interconnections for the system; and 950 access or other Sprint required access to interexchange carriers as requested through appropriate trunk interfaces.

10. Transport

BellSouth agrees to offer access to transport including Common (Shared) Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in this Attachment.

10.1 Definition of Common (Shared) Transport

Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

10.2 Technical Requirements of Common (Shared) Transport

10.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards and at the same facility level that BellSouth transports for itself.

10.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards and at the same facility level that BellSouth transports for itself.

10.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

10.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

10.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

10.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

10.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

- 10.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 10.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 10.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 10.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 10.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 10.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 10.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 10.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 10.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 10.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 10.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 10.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 10.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 10.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

- 10.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 10.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 10.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 10.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 10.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 10.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 10.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 10.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 10.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 10.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 10.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.
- 10.3 Dedicated Transport
 - 10.3.1 Definition
 - 10.3.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire

centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

10.3.1.2 BellSouth shall offer Dedicated Transport as a circuit, or facility (e.g., dark fiber), including but not limited to OC3 - OC96, dedicated to Sprint.

10.3.1.3 When Dedicated Transport is provided as a system it shall include:

10.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

10.3.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

10.3.2 Unbundled Local Channel

10.3.2.1 The Unbundled Local Channel is the dedicated transmission path between Sprint's Point of Presence and the BellSouth Serving Wire Center.

10.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states for which there are no rates in this Attachment for switched Local Channels (e.g., DS1 and DS3), the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates. For services that are not available through the Switched Access Tariff, the Bona Fide Request/New Business Request process would apply.

10.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1, DS3, OC3, OC12 and OC48 levels at rates as set forth in Exhibit C to this Attachment.

10.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

10.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to Sprint designated traffic.

10.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET

Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

- 10.3.3.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (“CI to CO”) connections in the appropriate industry standards.
- 10.3.3.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 10.3.3.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 10.3.3.5.1 DS0 Equivalent;
 - 10.3.3.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);
 - 10.3.3.5.3 DS3 where applicable (M13 multiplexer shall be provided);
 - 10.3.3.5.4 OC3, OC12, OC48, OC96, and OC192 and such capacity as may evolve over time.
 - 10.3.3.5.5 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 10.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by Sprint.
- 10.3.4 National Technical References:
 - 10.3.4.1 ANSI T1.101-1994 American National Standard for Telecommunications - *Synchronization Interface for Digital Networks*
 - 10.3.4.2 ANSI T1.105-1995 American National Standard for Telecommunications - *Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates, and Formats*
 - 10.3.4.3 ANSI T1.105.01-1995 American National Standard for Telecommunications - *Synchronous Optical Network (SONET) - Automatic Protection Switching*
 - 10.3.4.4 ANSI T1.105.02-1995 American National Standard for Telecommunications - *Synchronous Optical Network (SONET) - Payload Mappings*

- 10.3.4.5 ANSI T1.105.03-1994 American National Standard for Telecommunications - *Synchroous Optical Network (SONET) - Jitter at Network Interfaces*
- 10.3.4.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications - *Synchroous Optical Network (SONET) - Jitter at Network Interfaces - DSI Supplement*
- 10.3.4.7 ANSI T1.107-1995 American National Standard for Telecommunications - *Digital Hierarchy - Formats Specifications*
- 10.3.4.8 ANSI T1.403-1995 American National Standard for Telecommunications - *Network-to-Customer Installation - DSI Metallic Interface*
- 10.3.4.9 ANSI T1.404-1994 American National Standard for Telecommunications - *Network-to-Customer Installation - DS3 Metallic Interface Specification*
- 10.3.4.10 ANSI T1.404a-1996 American National Standard for Telecommunications - *Network-to-Customer Installation - DS3 Metallic Interface Specification (supplement)*
- 10.3.4.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classification, requirements and user's guide, First Edition, 1999-11
- 10.3.4.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09
- 10.3.4.13 ANSI T1.102-1993 American National Standard for Telecommunications - *Digital Hierarchy - Electrical Interfaces*
- 10.3.4.14 ANSI T1.107-1995 American National Standard for Telecommunications - *Digital Hierarchy - Format Specifications*
- 10.3.5 Telcordia (formerly Bellcore) Technical Documents
 - 10.3.5.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December, 1994
 - 10.3.5.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December, 1994
 - 10.3.5.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December, 1995
 - 10.3.5.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June, 1994
 - 10.3.5.4.1 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December, 1994

- 10.3.5.4.2 Telcordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.3.5.4.3 Telcordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 10.3.5.4.4 Telcordia (formerly Bellcore) TR-NWT-000507, Transmission, Section 7, Issue 5 (Telcordia (formerly Bellcore), December 1993). (A module of LSSGR, FR-NWT-000064);
- 10.3.5.4.5 Telcordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, December 1995;
- 10.3.5.4.6 Telcordia (formerly Bellcore) ST-TEC-000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1, May 1989;
- 10.3.5.4.7 Telcordia (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook, Volume 1: Principles, Third Edition, Issue 1, August 1987;
- 10.3.6 BellSouth Technical References
- 10.3.6.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986
- 10.3.6.2 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995
- 10.3.6.3 TR 73525 MegaLink[®] Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996

11. Tandem Switching

11.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

11.2 Technical Requirements

- 11.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

- 11.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

- 11.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Sprint and BellSouth;
- 11.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
- 11.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Sprint;
- 11.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the “Network Interconnection” section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 11.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 11.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 11.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.
- 11.4.2.3 Tandem Switching shall provide local tandemming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 11.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 11.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Sprint. Tandem Switching will provide recording of all billable events as jointly agreed to by Sprint and BellSouth.
- 11.4.2.6 Upon a reasonable request from Sprint, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Sprint.
- 11.4.2.7 BellSouth shall maintain Sprint's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 11.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

- 11.4.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Sprint and BellSouth.
- 11.4.2.10 Tandem Switching shall process originating toll-free traffic received from Sprint local switch.
- 11.4.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 11.4.3 Interface Requirements
- 11.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 11.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers, such as Independent Telephone Companies and Wireless Carriers, with which BellSouth interconnects.
- 11.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 11.4.3.4 Tandem Switching shall interconnect with Sprint's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Sprint's request, Tandem Switching shall record and keep records of traffic for billing.
- 11.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Sprint traffic overflowing from direct end office high usage trunk groups.
- 11.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Sprint) each of the requirements for Tandem Switching set forth in the following technical references:
- 11.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
- 11.4.4.2 GR-905-CORE covering CCSNIS;
- 11.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

12. Packet Switching**12.1 Definition**

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexer, including but not limited to:

- 12.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 12.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 12.1.3 The ability to extract data units from the data channels on the loops; and,
- 12.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

12.2 Technical Requirements

- 12.2.1 Packet Switching includes the necessary electronics, features, functions and capabilities sufficient for transmission, routing or other provision of telecommunications services.
- 12.3 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 12.3.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 12.3.2 There are no spare copper loops capable of supporting the xDSL services Sprint seeks to offer;
 - 12.3.3 BellSouth has not permitted Sprint to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Sprint has been permitted to obtain a virtual

collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and,

- 12.3.4 BellSouth has deployed packet switching capability for its own use.
- 12.4 BellSouth will determine whether packet switching will be available as a UNE on a remote terminal by remote terminal basis.
- 12.5 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

13. Enhanced Extended Link (EEL)

- 13.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or where BellSouth otherwise agrees to do so, BellSouth shall offer access to the Enhanced Extended Link ("EEL") as described in Section 13.3 below.

13.2 Definition

- 13.2.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee

For the purposes of this Agreement in these states, the term Currently Combines means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, in these states, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed.

- 13.2.2 Alabama, Florida and North Carolina

For purposes of this Agreement in Alabama, Florida, and North Carolina, the term "Currently Combines" means that network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

- 13.2.3 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in Section 13.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to Sprint's serving wire center. The circuit must be connected to Sprint's switch for the purpose of provisioning telephone exchange service to Sprint's end-user customers. This can be done either in the collocation space at

the SWC, or by using BellSouth's access facilities between Sprint's POP and Sprint's collocation space at the SWC.

13.2.4 BellSouth shall provide combinations of loops and transport to Sprint in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee in accordance with the Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee definitions of Currently Combined. Combinations of network elements that BellSouth ordinarily combines in its network shall be made available to Sprint in Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee in accordance with Section 13.3 below. In all other states, BellSouth shall: (1) make available to Sprint those EEL combinations and transport described in Section 13.3 below only to the extent such combinations of loop and transport network elements are Currently Combined; and, (2) BellSouth will make available to Sprint new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte - Gastonia - Rock Hill, New Orleans, Greensboro - Winston Salem - High Point and Nashville MSAs.

13.2.5 Additionally, there may be instances wherein Sprint will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the interconnection agreement when unbundled network elements are used for interoffice transport.

13.3 EEL Combinations

13.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

13.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

13.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

13.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

13.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

13.3.6 DS1 Interoffice Channel + DS1 Local Loop

13.3.7 DS3 Interoffice Channel + DS3 Local Loop

13.3.8 STS-1 Interoffice Channel + STS-1 Local Loop

13.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

13.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

- 13.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 13.3.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 13.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 13.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 13.3.15 Other technically feasible EEL combinations as determined through the BFR process or as otherwise made available to other CLECs.
- 13.4 EELs shall be used in a manner consistent with the effective orders, rules and regulations of the FCC.
- 13.5 Special Access Service Conversions
- 13.5.1 Sprint may not convert special access services to combinations of loop and transport network elements, whether or not Sprint self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Sprint uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Sprint requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Sprint shall provide to BellSouth a letter certifying that Sprint is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Sprint seeks to qualify for conversion of special access circuits. Sprint shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
 - 13.5.1.1 Sprint certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Sprint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Sprint is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Sprint can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
 - 13.5.1.2 Sprint certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes

multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Sprint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

- 13.5.1.3 Sprint certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Sprint does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 13.5.2 In addition, there may be extraordinary circumstances where Sprint is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 13.6.1. In such case, Sprint may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, the requested conversion shall be completed without delay. The Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 13.5.3 BellSouth may at its sole discretion conduct limited audits of Sprint's records only to the extent reasonably necessary to determine Sprint's compliance with the local usage options. At BellSouth's sole expense, the audit shall be conducted by a third party independent auditor, and Sprint shall be given thirty days written notice of scheduled audit. At the same time that BellSouth provides notice of an audit to Sprint, BellSouth will send a copy of the notice to the FCC. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. If, based on its audits, BellSouth concludes that Sprint is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate reimbursement.
- 13.6 Rates
- 13.6.1 Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee
- 13.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in Section 13.3, whether Currently Combined or new, are as set

forth in Exhibit A of this Amendment.

- 13.6.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 13.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review and approval of BellSouth's cost studies.
- 13.6.1.3 To the extent that Sprint seeks to obtain other combinations of unbundled network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Sprint, can purchase such UNE combinations at the sum of the stand-alone prices of the UNEs which make up the combination. If Sprint is dissatisfied with using the sum of the stand-alone rates, Sprint is free to pursue the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement to seek a different rate.
- 13.6.2 Alabama, Florida and North Carolina
- 13.6.2.1 Subject to Section 13.2.2 and 13.2.3 preceding, for Alabama, Florida and North Carolina, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 13.3 and other Currently Combined loop and transport network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.
- 13.6.2.2 For new EELs, where allowed by this agreement, the rates shall be the sum of the individual network element non-recurring and recurring rates.
- 14. Port/Loop Combinations**
- 14.1 At Sprint's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 14.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 14.1.1 and 14.1.2 below.
- 14.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 14.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, in the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte - Gastonia - Rock Hill, New Orleans, Greensboro - Winston Salem - High Point and Nashville MSAs to Sprint if Sprint's customer has 4 or more DS0 equivalent lines.

- 14.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 14.2.1 BellSouth shall provide to Sprint combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 14.2.2 Except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.
- 14.2.3 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the non-UNE based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.
- 14.3 Combination Offerings
- 14.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.3 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 14.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.7 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.8 Other technically feasible port/loop combinations as determined through the BFR process or as otherwise made available to other CLECs.

15. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

15.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

15.2 Operator Service

15.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

15.2.2 Requirements

15.2.2.1 When Sprint requests BellSouth to provide Operator Services, the following requirements apply:

15.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

15.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

15.2.2.1.3 BellSouth shall complete calls that are billed to Sprint end user's calling card that can be validated by BellSouth.

15.2.2.1.4 BellSouth shall complete person-to-person calls.

- 15.2.2.1.5 BellSouth shall complete collect calls.
- 15.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 15.2.2.1.7 BellSouth shall complete station-to-station calls.
- 15.2.2.1.8 BellSouth shall process emergency calls.
- 15.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 15.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 15.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 15.2.2.2 BellSouth shall adhere to equal access requirements, providing Sprint local end users the same IXC access as provided to BellSouth end users.
- 15.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Sprint that BellSouth provides for its own operator service.
- 15.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 15.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Sprint.
- 15.2.2.6 BellSouth shall provide a feed of customer call records in “EMI” format to Sprint in accordance with CLECODUF standards specified in Attachment 7.
- 15.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Sprint, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 15.3 Directory Assistance Service
- 15.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 15.3.2 Requirements

- 15.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Sprint's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Sprint may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 15.3.2.2 Directory Assistance Service Updates
 - 15.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:
 - 15.3.2.2.1.1 New end user connections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users;
 - 15.3.2.2.1.2 End user disconnections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users; and
 - 15.3.2.2.1.3 End user address changes: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users;
 - 15.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
- 15.4 Branding for Operator Call Processing and Directory Assistance
 - 15.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Sprint end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Sprint to have its calls custom branded with Sprint's name. Rates for Custom Branding, Operator Call Process and Directory Assistance are as negotiated by the parties.
 - 15.4.2 BellSouth offers four service levels of branding to Sprint when ordering Directory Assistance and/or Operator Call Processing.
 - 15.4.2.1 Service Level 1 - BellSouth Branding
 - 15.4.2.2 Service Level 2 - Unbranded
 - 15.4.2.3 Service Level 3 - Custom Branding
 - 15.4.2.4 Service Level 4 - Self Branding (applicable only to Sprint for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

15.4.3 For Resellers and Use with an Unbundled Port

15.4.3.1 BellSouth Branding is the Default Service Level.

15.4.3.2 Unbranding, Custom Branding, and Self Branding require Sprint to order selective routing for each originating BellSouth end office identified by Sprint. Rates for Selective Routing are set forth in this Attachment.

15.4.3.3 Customer Branding and Self Branding require Sprint to order dedicated trunking from each BellSouth end office identified by Sprint, to either the BellSouth Traffic Operator Position System (TOPS) or Sprint Operator Service Provider.

15.4.3.3.1 Kentucky

In Kentucky, the rates for trunks are set forth in this Agreement.

15.4.3.3.2 Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee

In Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.

15.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to "No Announcement."

15.4.4 For Facilities Based Carriers

15.4.4.1 All Service Levels require Sprint to order dedicated trunking from Sprint's service node point of interface to the BellSouth TOPS Switches.

15.4.4.1.1 Kentucky

In Kentucky, the rates for trunks are set forth in this Agreement.

15.4.4.1.2 Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee

In Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina and Tennessee, the rates for trunks are set forth in applicable BellSouth tariffs.

15.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and NAV equipment for which Sprint requires service. At Sprint's option, Sprint will

provide a recording of Sprint's sparkle tone to be used in conjunction with BellSouth's recording of the branding announcement.

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

15.4.4.3 BellSouth will provide to Sprint purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Sprint end users may use the same dialing arrangements as BellSouth end users, but obtain a Sprint branded service.

15.5 Directory Assistance Database Service (DADS)

15.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Sprint end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Sprint agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Sprint agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Sprint authorizes the inclusion of Sprint Subscriber listings in the BellSouth Directory Assistance products.

15.5.2 BellSouth shall provide Sprint initially with a base file of subscriber listings which reflect all listing change activity occurring since Sprint's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Sprint and BellSouth. Sprint agrees to assume the costs associated with CONNECT:Direct™ connectivity or other transmission methodology as mutually agreed by the Parties, which will vary depending upon volume and mileage.

- 15.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. Preparation of the Base File includes activities such as establishing the customer ID, billing information and customer profile. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Sprint on a Business, Residence, or combined Business and Residence basis. Sprint agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Sprint receives the Base File.
- 15.5.4 BellSouth is authorized to include Sprint Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of Sprint Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to Sprint.
- 15.5.5 Rates for DADS are as set forth in this Attachment.
- 15.6 Direct Access to Directory Assistance Service
- 15.6.1 Sprint's election to subscribe to Direct Access to Directory Assistance Service (DADAS) will provide Sprint's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Sprint to utilize its own switch, operator workstations and optional audio subsystems.
- 15.6.2 BellSouth will provide DADAS from its DA location. Sprint will access the DADAS system via a telephone company provided point of availability. Sprint has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 15.6.3 A specified interface to each Sprint subsystem will be provided by BellSouth. Interconnection between Sprint system and a specified BellSouth location will be pursuant to the use of Sprint owned or Sprint leased facilities and shall be appropriately sized based upon the volume of queries being generated by Sprint.
- 15.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
- 15.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
- 15.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document

250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

15.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

15.6.5 Rates for DADAS are as set forth in this Attachment.

16. Signaling

BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide at Sprint's request mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

16.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

16.2 Technical Requirements

16.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

16.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

16.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

16.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

16.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

16.2.3.1 An A-link layer shall consist of two links.

16.2.3.2 A B-link layer shall consist of four links.

- 16.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 16.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 16.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 16.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 16.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 16.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 16.3 Interface Requirements
 - 16.3.1 There shall be a DS1 (1.544 Mbps) interface at the Sprint-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 17. Signaling Transfer Points (STPs)**
 - 17.1 Definition - Signaling Transfer Points (STPs) are packet switches that provide CCS message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signalling point.
 - 17.2 Technical Requirements
 - 17.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 17.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 17.2.1.2 BellSouth Service Control Points/DataBases;
 - 17.2.1.3 Third-party local or tandem switching;
 - 17.2.1.4 Third-party-provided STPs.
 - 17.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor

terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 17.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Sprint local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Sprint local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 17.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 17.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 17.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 17.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 17.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Sprint or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Sprint database, then Sprint agrees to provide BellSouth with the Destination Point Code for the Sprint database.
- 17.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 17.2.6.1 MTP Routing Verification Test (MRVT) and

- 17.2.6.2 SCCP Routing Verification Test (SRVT).
- 17.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Sprint or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Sprint and BellSouth.
- 17.2.8 STPs shall be on parity with BellSouth.
- 17.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 17.2.9.1 When technically feasible and upon request by Sprint, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Sprint SS7 network to exchange TCAP queries and responses with an Sprint SCP.
- 17.2.9.2 SS7 AIN Access shall provide Sprint SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Sprint SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Sprint SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 17.3 Interface Requirements
- 17.3.1 BellSouth shall provide the following STPs options to connect Sprint or Sprint-designated local switching systems or STPs to BellSouth SS7 network:
- 17.3.1.1 An A-link interface from Sprint local switching systems; and,
- 17.3.1.2 A B-link interface from Sprint local STPs.
- 17.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 17.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface

at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.

17.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.

17.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

17.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

17.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

17.3.6 Message Screening

17.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Sprint local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.

17.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Sprint local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.

17.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Sprint from any signaling point or network interconnected through BellSouth's SS7 network where the Sprint SCP has a legitimate signaling relation.

17.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

17.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

- 17.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 17.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 17.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 17.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 17.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 17.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 17.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

18. Service Control Points/DataBases

18.1 Definition

- 18.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 18.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

18.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Sprint in accordance with the following requirements.

18.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

18.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

18.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

18.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

18.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Sprint customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

18.3 Local Number Portability Database

18.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

18.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

18.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

18.4.2 Technical Requirements

BellSouth will offer to Sprint any additional capabilities that are developed for LIDB during the life of this Agreement.

18.4.2.1 BellSouth shall process Sprint's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Sprint what additional functions (if any) are performed by LIDB in the BellSouth network.

18.4.2.2 Within five calendar days after a request by Sprint, BellSouth shall provide Sprint with a list of the customer data items which Sprint would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

18.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

18.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

18.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

18.4.2.6 All additions, updates and deletions of Sprint data to the LIDB shall be solely at the direction of Sprint. Such direction from Sprint will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

18.4.2.7 BellSouth shall provide priority updates to LIDB for Sprint data upon Sprint's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 18.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of Sprint customer records will be missing from LIDB, as measured by Sprint audits. BellSouth will audit Sprint records in LIDB against DBAS to identify record mismatches and provide this data to a designated Sprint contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Sprint within one business day of audit. Once reconciled records are received back from Sprint, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Sprint to negotiate a time frame for the updates, not to exceed three business days.
- 18.4.2.9 BellSouth shall perform backup and recovery of all of Sprint's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 18.4.2.10 BellSouth shall provide Sprint with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Sprint and BellSouth.
- 18.4.2.11 BellSouth shall prevent any access to or use of Sprint data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Sprint in writing.
- 18.4.2.12 BellSouth shall provide Sprint performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Sprint at least at parity with BellSouth Customer Data. BellSouth shall obtain from Sprint the screening information associated with LIDB Data Screening of Sprint data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Sprint under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .
- 18.4.2.13 BellSouth shall accept queries to LIDB associated with Sprint customer records, and shall return responses in accordance with industry standards.
- 18.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 18.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

18.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

18.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

18.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

18.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

18.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

18.5.1 Technical Requirements

18.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Sprint to query with a toll-free number and originating information.

18.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

18.5.1.3 The SCP shall also provide, at Sprint's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

18.5.1.3.1 Network Management;

18.5.1.3.2 Customer Sample Collection; and

18.5.1.3.3 Service Maintenance

18.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing

flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

18.6.1 Technical Requirements

- 18.6.1.1 BellSouth shall offer Sprint a data link to the ALI/DMS database or permit Sprint to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Sprint immediately after Sprint inputs information into the ALI/DMS database. Alternately, Sprint may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 18.6.1.2 The ALI/DMS database shall contain the following end user information:
- 18.6.1.2.1 Name;
- 18.6.1.2.2 Address;
- 18.6.1.2.3 Telephone number; and
- 18.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 18.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Sprint requests otherwise and shall be updated if Sprint requests, provided Sprint supplies BellSouth with the updates.
- 18.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or “forwarded-to” number and an indication that the number is ported shall be added to the customer record.
- 18.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

18.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Sprint end users shall meet industry standards.

18.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to Sprint in order to allow Sprint to provide its end users with the same directory assistance

telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide Sprint with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Sprint and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and Sprint telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

18.8 Calling Name (CNAM) Database Service.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Sprint must provide to its account manager a written request with a requested activation date to activate this service. If Sprint is interested in requesting CNAM with volume and term pricing, Sprint must contact its account manager to request a separate CNAM volume and term Agreement.

18.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

18.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 3 (Telcordia (formerly BellCore), December 1998);

18.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1. (Telcordia (formerly BellCore), March 1994);

18.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 2, (Telcordia (formerly BellCore), March 1997);

18.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 2 (Telcordia (formerly BellCore), March 1997) (Replaces TR-NWT-001149);

18.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue 3, Rev. 2 (Telcordia (formerly BellCore), March 1997);

18.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2 (Telcordia (formerly BellCore), May 1995); and

18.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 3, (Telcordia (formerly BellCore), December 1997).

18.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

- 18.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Sprint the capability that will allow Sprint and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
- 18.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to Sprint. Scheduling procedures shall provide Sprint equivalent priority to these resources.
- 18.10.3 BellSouth SCP shall partition and protect Sprint service logic and data from unauthorized access, execution or other types of compromise.
- 18.10.4 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Sprint to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 18.10.5 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Sprint access will be provided via remote data connection (*e.g.*, dial-in, ISDN).
- 18.10.6 When Sprint selects SCE/SMS AIN Access, BellSouth shall allow Sprint to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and end user subscription).

19. Dark Fiber

BellSouth agrees to provide access to Dark Fiber at the rates set forth in this Attachment. The Parties agree that Dark Fiber will be used in the provisioning of local exchange and exchange access service.

- 19.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

19.2 Requirements

- 19.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available unless BellSouth can demonstrate to a state commission that it adversely affects BellSouth's ability to provide service as a "carrier of last resort". BellSouth shall offer all Dark Fiber to Sprint pursuant to the prices set forth in this Attachment.
- 19.2.2 Sprint may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 19.2.3 BellSouth shall use its best efforts to provide to Sprint information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Sprint ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
- 19.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Sprint within 10 business days after it receives written confirmation from Sprint that the Dark Fiber previously deemed available by BellSouth is wanted for use by Sprint. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Sprint to connect or splice Sprint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

20. SS7 Network Interconnection

20.1.1 Definition

SS7 Network Interconnection is the interconnection of Sprint local Signaling Transfer Point Switches (STP) and Sprint local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Sprint local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

20.1.2 Technical Requirements

- 20.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 20.1.2.1.1 BellSouth local or tandem switching systems;
 - 20.1.2.1.2 BellSouth DBs; and
 - 20.1.2.1.3 Other third-party local or tandem switching systems.

- 20.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Sprint or other third-party switching systems with A-link access to the BellSouth SS7 network.
- If traffic is routed based on dialed or translated digits between an Sprint local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Sprint local STPs and BellSouth or other third-party local switch.
- 20.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 20.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 20.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 20.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 20.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 20.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Sprint local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Sprint local STPs, and shall not include SCCP Subsystem Management of the destination.
- 20.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 20.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 20.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available

capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

20.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

20.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

20.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

20.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

20.1.3 Interface Requirements

20.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Sprint or Sprint-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

20.1.3.1.1 A-link interface from Sprint local or tandem switching systems; and

20.1.3.1.2 B-link interface from Sprint STPs.

20.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.

20.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.

20.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

20.1.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev. 2, December 1998;

20.1.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1998;

- 20.1.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and
- 20.1.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, March 1994.
- 20.1.3.5 BellSouth shall set message screening parameters to accept messages from Sprint local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Sprint switching system has a legitimate signaling relation.
- 20.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 20.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 20.1.4.2 ANSI T1.111-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 20.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 20.1.4.4 ANSI T1.112-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 20.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
 - 20.1.4.6 ANSI T1.114-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
 - 20.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 20.1.4.8 ANSI T1.116-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP), also ANSI T1.116A-1998;
 - 20.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 20.1.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev, 2, December 1998;

- 20.1.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service, Issue 2, March 1997;
- 20.1.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1995;
- 20.1.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and,
- 20.1.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, 1994.

21. Basic 911 and E911

If Sprint orders network elements and other services, then Sprint is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

21.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

21.2 Requirements

- 21.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Sprint a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Sprint will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Sprint will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Sprint will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- 21.2.2 E911 Service Provisioning. For E911 service, Sprint will be required to install a minimum of two dedicated trunks originating from the Sprint serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing that will deliver automatic number identification (“ANI”) with the voice portion of the call. If the user interface is

digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Sprint will be required to provide BellSouth daily updates to the E911 database. Sprint will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Sprint will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Sprint shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

21.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Sprint beyond applicable charges for BellSouth trunking arrangements.

21.2.4 Basic 911 and E911 functions provided to Sprint shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Sprint to follow in providing 911/E911 services.

22. Rates

22.1. General

The prices that Sprint shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

22.2. Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

22.3 True-up

This section applies only to rates that are interim or expressly subject to trueup as marked by an I in Exhibit C of this Attachment.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions.
2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 14 of the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252 (e) of the Act.
3. An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

EXHIBIT A**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT****I. SCOPE**

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further

understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

***FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT***

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.
- C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES****1.00 DEFINITIONS**

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Sprint the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.00 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the Sprint access to the BellSouth CNAM SCP for query or record storage purposes.

- 2.02 Sprint shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Sprint's access to BellSouth's CNAM Database Services and shall be addressed to Sprint's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

- 3.01 BellSouth's provision of CNAM Database Services to Sprint requires interconnection from Sprint Sprintto BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Sprint shall provide its own CNAM SSP. Sprint's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.03 If Sprint elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TRTSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Sprint desires to query.
- 3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

- 4.01 The mechanism to be used by Sprint for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Sprint in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Sprint to provide accurate information to BellSouth on a current basis.

- 4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.03 Sprint CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

Exhibit C is Intentionally Omitted and is replaced by the state-specific Pricing Schedule.

~~Attachment 2 – Exhibit C~~

~~Network Elements~~

ATTACHMENT 3

LOCAL

INTERCONNECTION

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Network Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) on the following terms:

1. Definitions

Dedicated Transport. Dedicated Transport is defined as transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

Interoffice Channel Dedicated Transport. Interoffice Channel Dedicated Transport is defined as a switched transport facility between a Party's designated Serving Wire Center and the first point of switching on the other Party's common (shared) network.

Local Channel. (a.k.a. Entrance Facility) A Local Channel is defined as a switched dedicated transport facility between a Party's Point of Interconnection and its designated Serving Wire Center.

Dark Fiber Transport. Dark Fiber Transport is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.

Shared Transport. Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC networks.

Fiber Meet. Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).

ISP-Bound Traffic. ISP-Bound Traffic is defined as telecommunications traffic delivered to an information service provider ("ISP"). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

Local Traffic:

CLEC Local Traffic. CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange—as defined and specified in AT&T's local exchange tariffs (on file with the applicable state commission) ~~Section A3 of BellSouth's General Subscriber Service Tariff~~. As

clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Wireless Local Traffic. Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of [BellSouthAT&T](#) in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to [BellSouthAT&T](#), and (2) any telephone call that originates on the network of [BellSouthAT&T](#) that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from [BellSouthAT&T](#) to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

Serving Wire Center. For purposes of interconnection, a Serving Wire Center is defined as the wire center owned by one party from which the other party would normally obtain dial tone for its Point of Interconnection.

Transit Traffic. Transit Traffic is traffic originating on Sprint CLEC's network that is switched and/or transported by [BellSouthAT&T](#) and delivered to a third party's network ([excluding IXC traffic](#)) or traffic originating on a third party's network that is switched and/or transported by [BellSouthAT&T](#) and delivered to Sprint CLEC's network ([excluding IXC traffic](#)).

Wireless Intermediary Traffic. Wireless Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than [BellSouthAT&T](#); a CLEC; or another telecommunications company such as a CMRS provider other than Sprint PCS through the network of [BellSouthAT&T](#) or Sprint PCS from or to an end user of [BellSouthAT&T](#) or Sprint PCS.

Tandem Switching. For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.319 (c) (2).

End Office Switching. For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

Physical Point of Interconnection. A Point of Interconnection is the physical telecommunications interface between [BellSouthAT&T](#) and Sprint's interconnection functions. It establishes the

technical interconnection and point of operational responsibility and defines the point at which call transport and termination reciprocal compensation responsibility begins. The primary function of the Point of Interconnection is to serve as the termination point for the interconnection service.

~~Virtual Point of Interconnection (VPOI) is defined as the Point of Interconnection specified pursuant to Section 2.8.1.1 for delivery of BellSouth originated traffic to Sprint CLEC from which Sprint CLEC agrees to pay BellSouth for Interoffice Dedicated Transport for BellSouth to transport Local Traffic and ISP Bound Traffic over BellSouth facilities from the VPOI to the Physical Point of Interconnection designated by Sprint CLEC. A VPOI may be established in any BellSouth basic local calling area (1) to which Sprint CLEC has assigned a Sprint CLEC NPA/NXX, (2) which meets the criteria in 2.8.1.1, and (3) to which Sprint CLEC does not want BellSouth to establish a Physical Point of Interconnection as set forth above. Compensation for said transport is as set forth in the Interconnection Compensation section of this Attachment.~~

Meet Point Trunk Group. Carries traffic between Sprint CLEC's End Users and Interexchange Carriers (IXCs) via AT&T Access or combined Local/Access Tandem Switches.

Switched Access Services means an offering of access to AT&T's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.-

2. Network Interconnection

2.1 ~~BellSouth~~ AT&T shall provide interconnection with ~~BellSouth~~ AT&T's network at any technically feasible point within ~~BellSouth~~ AT&T's network.

2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to ~~BellSouth~~ AT&T for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.

2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint CLEC and ~~BellSouth~~ AT&T agree to interconnect their networks through existing and/or new interconnection facilities between Sprint CLEC's switch(es) and ~~BellSouth~~ AT&T End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and ~~BellSouth~~ AT&T's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.

2.3 Wireless Network Interconnection

2.3.1 ~~There are three~~ two appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; or (2) physical collocation; ~~and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations.~~ For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements, ~~described in this Attachment and also Attachment 3a Cellular/PCS NIM and Attachment 3b Cellular/PCS ITR, BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Upon request by Sprint PCS, r~~ Rates and charges for both virtual and physical collocation may be provided in a separate collocation ~~attachment agreement.~~ ~~Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.~~

2.3.2 BellSouthAT&T and Sprint PCS will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouthAT&T access tandem within every LATA Sprint PCS desires to serve, or Sprint PCS may elect to interconnect directly at an end office for interconnection to ~~end- users -served- by -that- end office.~~ Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. BellSouthAT&T will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, ~~in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR TSV 000905.~~ BellSouthAT&T and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate ~~intrastate~~ access tariff, as amended from time to time will apply. The cost of the interconnection facilities between BellSouthAT&T and Sprint PCS switches within BellSouthAT&T's service area shall be shared on an proportionate equal basis. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.

2.3.3 BellSouthAT&T and Sprint PCS will establish trunk groups from the interconnecting facilities of subsection 2.3.1 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouthAT&T's treatment of Sprint PCS as to said charges shall be consistent with BellSouthAT&T treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouthAT&T will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouthAT&T to Sprint PCS's Mobile Telephone Switching Offices within BellSouthAT&T's service territory, and Sprint PCS will provide or bear the cost of

all trunk groups for the delivery of traffic from Sprint PCS to each BellSouthAT&T access tandem and end office at which BellSouthAT&T and Sprint PCS interconnect.

2.3.4 ~~BellSouth and Sprint PCS will use an auditable Wireless Percent Local Usage(PLU) factor as a method for determining whether wireless traffic is Local or NonLocal. The Wireless PLU factor will be used for wireless traffic delivered by either party for termination on the other party's network.~~ Intentionally left blank.

2.3.5 When BellSouthAT&T and Sprint PCS provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

2.3.6 The ordering and provision of all services purchased from BellSouthAT&T by Sprint PCS shall be as set forth in the BellSouthAT&T Telecommunications-Wireless Ordering and Provisioning Handbook Customer as that guide is amended by BellSouthAT&T from time to time during the term of this Agreement.

2.4 Sprint CLEC Physical Collocation Interconnection

2.4.1 When Sprint CLEC provides its own facilities or uses the facilities of a 3rd party to a BellSouthAT&T tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint CLEC may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

2.5 Sprint CLEC Virtual Collocation Interconnection

2.5.1 When Sprint CLEC provides its own facilities or uses the facilities of a 3rd party to a BellSouthAT&T tandem or end office and wishes for BellSouthAT&T to place transport terminating equipment at that location on Sprint's behalf, Sprint CLEC may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4A of this Agreement.

2.6 Interconnection via Leased Dedicated Transport Facilities

2.6.1 For purposes of call transport and termination, Sprint CLEC or BellSouthAT&T as the originating party may obtain Local Channel (entrance facilities) and Interoffice Channel dedicated transport facilities to interconnect with the terminating Party as set forth below. The Parties shall utilize dedicated transport facilities if the traffic destined for that facility exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. For AT&T CALIFORNIA, MISSOURI, ILLINOIS AND INDIANA; The PartiesAT&T shall charge for such facilities as set forth in Exhibit A the Pricing Schedule to this Attachment. For AT&T NEVADA, TEXAS, OKLAHOMA, KANSAS, ARKANSAS, OHIO, MICHIGAN, WISCONSIN and CONNECTICUT; local channel facilities may be purchased from the applicable Access tariff. The portion of such facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility Factor (PLF). If Sprint CLEC, pursuant to 47 CFR §51.711(b) demonstrates that its costs support

~~rates for trunks and associated dedicated transport other than as set forth in Exhibit A, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.~~

2.6.1.1 Sprint CLEC or [BellSouthAT&T](#) as the originating Party may obtain Local Channel dedicated transport facilities from the terminating Party from the originating Party's Point of Interconnection to the Serving Wire Center.

2.6.1.2 Sprint CLEC or [BellSouthAT&T](#) as the originating Party may obtain Interoffice Channel dedicated transport facilities from the terminating Party from the Serving Wire Center to the terminating Party's switch to which the originating Party desires interconnection.

2.7 Fiber Meet Interconnection

2.7.1 Fiber Meet Interconnection between [BellSouthAT&T](#) and Sprint CLEC can occur at any mutually agreeable, economically and technically feasible point between Sprint CLEC's premises and a [BellSouthAT&T](#) Tandem or End Office within a LATA.

2.7.2 If Sprint CLEC elects to interconnect with [BellSouthAT&T](#) pursuant to a Fiber Meet, Sprint CLEC and [BellSouthAT&T](#) shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at technically feasible transmission speeds as mutually agreed to by the Parties. Sprint CLEC and [BellSouthAT&T](#) shall work jointly to determine the specific transmission system to permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The technical specifications will be designed so that Sprint CLEC or [BellSouthAT&T](#) may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Sprint CLEC or [BellSouthAT&T](#) will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).

2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Sprint CLEC and [BellSouthAT&T](#), but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by Sprint CLEC and [BellSouthAT&T](#) pursuant to the requirements of this section.

2.7.3.1 Design One: Sprint CLEC's fiber cable (four fibers) and [BellSouthAT&T](#)'s fiber cable (four fibers) are connected at an economically and technically feasible point between Sprint and [BellSouthAT&T](#) locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point meet.

2.7.3.2 Design Two: Both Sprint CLEC and [BellSouthAT&T](#) each provide two fibers between their locations. This design may only be considered where existing fibers are available and

there is a mutual benefit to both Sprint CLEC and BellSouthAT&T. BellSouthAT&T will provide the fibers associated with the “working” side of the system. Sprint CLEC will provide the fibers associated with the “protection” side of the system. Sprint CLEC and BellSouthAT&T will work cooperatively to terminate each other’s fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint CLEC and BellSouthAT&T will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.

2.7.4 AT&T shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting BellSouthAT&T wire center.

2.7.5 Sprint CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting Sprint wire center.

2.7.6 Sprint CLEC and BellSouthAT&T may mutually agree upon an economically and technically feasible Point of Interconnection outside the interconnecting BellSouthAT&T wire center as a Fiber Meet point. BellSouthAT&T shall make all necessary preparations to receive, and to allow and enable Sprint CLEC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouthAT&T shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint CLEC , Point of Interconnection to BellSouth-AT&T).

2.7.7 Sprint CLEC shall deliver and maintain Sprint CLEC’s fiber optic facility wholly at its own expense. Upon verbal request by Sprint CLEC, BellSouthAT&T shall allow Sprint CLEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint CLEC and BellSouthAT&T agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

2.7.9 Sprint CLEC and BellSouthAT&T will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint CLEC and BellSouthAT&T will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint CLEC and BellSouthAT&T.

2.7.10 Sprint CLEC and BellSouthAT&T shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.

2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

2.7.12 Neither Sprint CLEC or BellSouthAT&T shall charge the other for its portion of the Fiber Meet facility used exclusively for ~~non-transit~~ Local and IntraLATA Toll Traffic (i.e. Local Channel). Charges incurred for other services including dedicated transport facilities from the Fiber Meet to the point where the facilities terminate if applicable will apply.

2.8 Points of Interconnection

2.8.1 A minimum of one Physical Point of Interconnection shall be established in each LATA-in which Sprint CLEC originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with BellSouthAT&T. The location of the initial Physical Point of Interconnection shall be established by mutual agreement of BellSouthAT& and Sprint CLEC. In selecting the initial Physical Point of Interconnection, both BellSouthAT&T and Sprint CLEC will act in good faith and select the point that is most efficient for both BellSouthAT&T and Sprint CLEC. Sprint CLEC and BellSouthAT&T shall each be responsible for engineering and maintaining the network on its side of the Physical Point of Interconnection. Establishment of an initial Physical Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area. ~~If Sprint CLEC and BellSouth are not able to reach mutual agreement on an initial Physical Point of Interconnection within 30 calendar days of the date of the written request, Sprint CLEC may designate a POI for the delivery and receipt of traffic at any existing Sprint Interexchange Carrier (IXC) Point of Presence (POP) location or, if not at an existing Sprint IXC POP, at a location that is within five (5) miles of a BellSouth tandem or end office. In the event that Sprint CLEC designates a POI that is not in a BellSouth office, Sprint CLEC and BellSouth acknowledge that this Agreement does not include rates that Sprint CLEC would charge BellSouth for BellSouth's collocation of equipment necessary for interconnection at such non-BellSouth locations including charges for space, power or other infrastructure-related elements. It is not Sprint CLEC's intent to charge for such space, power or other infrastructure-related elements; however, Sprint CLEC reserves the right to open negotiations with BellSouth with respect to such charges in the future and to enter into such negotiations with pursuant to Section 252 of the Act.~~

2.8.1.1 Additional points of interconnection in a particular LATA may be established by mutual agreement of Sprint CLEC and BellSouthAT&T. Additional points of interconnection may be ~~either~~ Physical Points of Interconnection. Absent mutual agreement, in order to establish additional points of interconnection in a LATA, the traffic between Sprint CLEC and BellSouthAT&T at the proposed additional point of interconnection must exceed 8.9 million minutes of local or ISP-Bound traffic per month for three consecutive months. Additionally, any end office to be designated as a point of interconnection must be more than 20 miles from an existing point of interconnection. A Physical Point of Interconnection will not be designated at a Central Office where physical or virtual collocation space or BellSouthAT&T fiber connectivity is not available. In no event shall Sprint CLEC or BellSouthAT&T be required to have more than one point of interconnection in a single local calling area.

2.8.1.2 Upon written notification from ~~BellSouth~~AT& or Sprint CLEC requesting the establishment of an additional point of interconnection, the receiving party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such point of interconnection. If the receiving party disagrees that the traffic and mileage thresholds set forth herein have been met, then such party may utilize the dispute resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

2.9 Interconnection Trunking

2.9.1 ~~BellSouth~~AT&T and Sprint CLEC will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.

2.9.2 Any Sprint CLEC request that requires special ~~BellSouth~~AT&T translations and other network modifications will require Sprint CLEC to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in the General Terms and Conditions.

2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used.

2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ~~ISDN~~ interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint CLEC on the order.

~~2.9.5 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Sprint CLEC not addressed in Exhibit A shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested. Intentionally left blank.~~

2.9.5.1 ~~For AT&T TEXAS: Each Party is responsible for trunks and facilities on its side of the POI. For two-way interconnection trunking, each Party shall bear its proportionate cost for trunks and the interconnection facilities based on the relative usage. that carries the Parties' Local and IntraLATA Toll Traffic only, excluding Transit Traffic, and for the two-way Supergroup interconnection-trunk group that carries the Parties Local and IntraLATA Toll Traffic, plus Sprint CLEC's Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Sprint CLEC shall be responsible for ordering these two-way trunk groups.~~

2.9.6 One-way and Two-way Interconnection Trunking

2.9.6.1 One-Way Interconnection Trunking

2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint CLEC from its end office or switch to deliver such traffic to BellSouthAT&T access tandems, end offices, and local traffic to BellSouthAT&T local tandems. Likewise, BellSouthAT&T may establish one-way interconnection trunking from its access tandems, Local tandems and end offices to deliver Local and IntraLATA Toll Traffic to Sprint CLEC's end office or switching center:-

2.9.6.1.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.

2.9.6.1.3 Sprint CLEC's establishment of one-way interconnection trunking to a BellSouthAT&T Local tandem provides for the delivery of its originated Local Traffic to the BellSouthAT&T end users served by BellSouthAT&T end offices subtending such BellSouthAT&T Local tandem or other BellSouthAT&T local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.

2.9.6.1.4 ~~Unless multiple tandem access is ordered,~~ Sprint CLEC's establishment of one-way interconnection trunks at BellSouthAT&T access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the BellSouthAT&T end users served by such BellSouthAT&T access tandem.

2.9.6.2 Two-Way Interconnection Trunking

2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local, Transit and IntraLATA Toll Traffic between Sprint CLEC's end office or switch and BellSouthAT&T-12STATE's access tandem or end office. Two-way interconnection trunking may also be used to transport Local and Transit Traffic between Sprint CLEC's end office or switch and BellSouthAT&T-12STATE's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint CLEC shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.

2.9.6.2.1.1 ~~Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee~~AT&T CONNECTICUT

2.9.6.2.1.1.1 ~~BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request. Once two-way interconnection trunking is established, BellSouth must use such two-way trunking for BellSouth-originated traffic. Interconnection Trunk Groups in AT&T CONNECTICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations~~

2.9.6.2.1.1.2 ~~The selection of the Point of Interconnection for two-way trunking will be pursuant to~~

Section 2.8 of this Attachment. Intentionally left blank.

2.9.6.2.1.1.3 ~~Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once two-way interconnection trunking has been established.~~ Intentionally blank.

2.9.6.2.1.2 ~~Alabama, Mississippi and South Carolina~~ AT&T-12STATE [2.9.6.2.1.2.1 through 2.9.6.2.4.1]

2.9.6.2.1.2.1 ~~BellSouth~~ AT&T-12STATE will provide two-way interconnection trunking upon Sprint CLEC's request.

2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.

2.9.6.2.1.2.3 ~~BellSouth~~ AT&T-12STATE and Sprint CLEC use of two-way interconnection trunking for the transport of Local, Transit and IntraLATA Toll Traffic does not preclude either ~~BellSouth~~ AT&T-12STATE or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local, Transit and IntraLATA Toll Traffic between the Parties' end users served by such end offices.

2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a ~~BellSouth~~ AT&T-12STATE local tandem provides for the receipt and delivery of the Parties Local and Transit Traffic between the Parties' end users served by such end offices.

2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint CLEC end office and a ~~BellSouth~~ AT&T-12STATE access tandem provides intratandem delivery of Sprint CLEC's originating Local, Transit and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the ~~BellSouth~~ AT&T-12STATE end users served by such ~~BellSouth~~ AT&T-12STATE access tandem.

2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between a ~~BellSouth~~ AT&T-12STATE access tandem and a Sprint CLEC end office allows ~~BellSouth~~ AT&T-12STATE to deliver ~~BellSouth~~ AT&T-12STATE originated Local and IntraLATA Toll Traffic from ~~BellSouth~~ AT&T-12STATE end users to the Sprint CLEC end users served by such Sprint CLEC end office.

2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.9.7 Transit- Service Trunk Groups

~~2.9.7.1 Transit trunk groups may be established by Sprint CLEC to deliver and receive, and thus are two-way trunks, Local and IntraLATA Toll Transit Traffic from third parties such as Independent Companies and other CLECs at BellSouth access tandems and Switched Access traffic from Interexchange Carriers at BellSouth access tandems. Establishing such trunks at BellSouth access tandems provides intratandem access to the third parties also interconnected at those tandems. Transit service will be billed at the rates found in the Pricing Schedule.~~

2.9.7.2 It is the responsibility of Sprint CLEC to enter into arrangements with each third party carrier (Independent Companies (ICOs) or other CLECs) to deliver and/or receive Transit Traffic. Sprint CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the establishment of interconnection trunking arrangements.

2.9.7.3 Toll Free Traffic

2.9.7.3.1 If Sprint CLEC chooses BellSouthAT&T to handle Toll Free database queries from its switches, all Sprint CLEC originating Toll Free traffic will be routed over the Transit-Meet-Point trunk group.

2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint CLEC requests that BellSouthAT&T perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Meet-Point Transit trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.9.7.3.3 Sprint CLEC may handle its own Toll Free database queries from its switch. If so, Sprint CLEC will determine the nature (Local/Intra-LATA/Inter-LATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouthAT&T Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouthAT&T over the Local or Intra-LATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouthAT&T over the Meet-Point Transit Trunk group. In such case, Sprint CLEC is to provide a Toll Free billing record when appropriate. If the query reveals the call is an InterLATA Toll Free number, Sprint CLEC will route the post-query Inter-LATA call (Toll Free number) directly from its switch for carriers Interconnected with its network or over the Meet-Point Transit trunk group to carriers not directly connected to its network but are connected to BellSouthAT&T's Access Tandem. Calls will be routed to BellSouthAT&T over the Local/IntraLATA and Meet-Point Transit trunk groups within the LATA in which the calls originate.

2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint CLEC performs the SSP function, if delivered to BellSouthAT&T, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to End Offices that directly subtend the Tandem.

2.9.8 Access Tandem Interconnection Trunking

2.9.8.1 When Tandem trunks are deployed, Sprint CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective ~~BellSouth~~AT&T Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise, ~~BellSouth~~AT&T shall route appropriate traffic to Sprint CLEC switches based on the tandem serving arrangements referenced in the LERG.

2.9.8.2 SuperGroup Interconnection Trunking

2.9.8.2.1 Supergroup interconnection trunking may be utilized by the Parties to transport the Parties combined Local, IntraLATA Toll, ~~and Transit; and Switched Access~~ Traffic on a two-way interconnection trunk group (~~one-way in AT&T Connecticut~~) between Sprint CLEC's end office or switching center and a ~~BellSouth~~AT&T access tandem. Upon determination that Supergroup interconnection trunking will be used, Sprint CLEC shall be responsible for placing the orders for such two-way trunk groups via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis.

2.9.8.2.2 ~~Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee~~Intentionally left blank.

2.9.8.2.2.1 ~~BellSouth~~AT&T will provide Supergroup Interconnection trunking upon Sprint CLEC's request. Once Supergroup Interconnection trunking is established, ~~AT&T BellSouth~~ must use such Supergroup trunking for ~~AT&T BellSouth~~-originated traffic.

2.9.8.2.2.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.2.3 Additional one-way interconnection trunking will be at the mutual agreement of ~~BellSouth~~AT&T and Sprint CLEC once Supergroup Interconnection trunking has been established.

2.9.8.2.3 ~~Alabama, Mississippi and South Carolina~~Intentionally left blank.

~~2.9.8.2.3.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request.~~

~~2.9.8.2.3.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.~~

~~2.9.8.2.3.3 BellSouth and Sprint CLEC use of Supergroup Interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.~~

2.9.8.2.4 The Parties' establishment of SuperGroup interconnection trunking between a Sprint

CLEC end office and a [BellSouthAT&T](#) access tandem provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the [BellSouthAT&T](#) end users served by such [BellSouthAT&T](#) access tandem, as well as intratandem Transit Traffic between such Sprint CLEC end users and third-party network providers also interconnected to such [BellSouthAT&T](#) access tandem.

2.9.8.2.5 Additionally, SuperGroup interconnection trunking transports Sprint CLEC originated intertandem Transit Traffic which transits a single [BellSouthAT&T](#) access tandem but is destined for a third party tandem, such as an ICO tandem.

2.9.8.2.6 ~~Switched Access Traffic shall not be double-tandemed, therefore, SuperGroup interconnection only provides for the intratandem receipt and delivery of Switched Access Traffic.~~ [Intentionally left blank.](#)

2.9.8.2.7 Furthermore, such SuperGroup two-way trunks between a [BellSouthAT&T](#) access tandem and a Sprint CLEC end office allows [BellSouthAT&T](#) to deliver [BellSouthAT&T](#) originated Local and IntraLATA Toll Traffic from [BellSouthAT&T](#) end users to the Sprint CLEC end users served by such Sprint CLEC end office.

2.9.8.3 When Sprint CLEC establishes interconnection trunking at a single point in the LATA, the trunk terminations shall be at a [BellSouthAT&T](#) access tandem. To the extent Sprint CLEC desires to terminate Local and IntraLATA Toll Traffic to [BellSouthAT&T](#) and Transit Traffic to third parties served by [BellSouthAT&T](#) access tandems within the LATA, other than the one Sprint CLEC has established interconnection trunking to, Sprint CLEC shall establish an interconnecting trunk group to such access tandems.

2.9.8.3.1 Sprint CLEC shall establish interconnection trunking to all [BellSouthAT&T](#) access and local tandems in the LATA where Sprint CLEC has assigned or homed NPA/NXXs. Sprint CLEC shall assign or home NPA/NXXs on the [BellSouthAT&T](#) tandems that serve the Exchange Rate Center Areas where the subscribers who use such NPA/NXXs are located. The specified association between [BellSouthAT&T](#) tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Sprint CLEC shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

2.9.8.4 Switched Access traffic will be delivered to and by IXC's based on Sprint CLEC's NXX Access Tandem homing arrangement as specified by Sprint CLEC in the Local Exchange Routing Guide (LERG).

[2.9.9 Intentionally left blank.](#)

2.9.10 [BellSouthAT&T](#) Local Tandem Interconnection Trunking

2.9.10.1 This interconnection arrangement allows Sprint CLEC to establish interconnection trunking at [BellSouthAT&T](#) local tandems for: (1) the delivery of Sprint CLEC-originated Local Traffic transported and terminated by [BellSouthAT&T](#) to [BellSouthAT&T](#) end offices within the

local calling area as defined in AT&T's local exchange tariffs (on file with the applicable state commission) BellSouth's General Subscriber Services Tariff ("GSST"), section A3 served by those BellSouthAT&T local tandems, and (2) for Local-Transit Traffic transported by BellSouthAT&T for third party network providers who have also established interconnection trunking at those BellSouthAT&T local tandems.

2.9.10.2 When a specified local calling area is served by more than one BellSouthAT&T local tandem, Sprint CLEC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint CLEC may choose to establish interconnection trunking at the BellSouthAT&T local tandems where it has no codes homing but is not required to do so. ~~Sprint CLEC may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices served by other BellSouth local tandems in the same local calling area where Sprint CLEC does not choose to establish interconnection trunking.~~ It is Sprint CLEC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint CLEC's codes. Likewise, Sprint CLEC shall obtain its routing information from the LERG.

2.9.10.3 Notwithstanding establishing interconnection trunking to BellSouthAT&T's local tandems, Sprint CLEC must also establish interconnection trunking to BellSouthAT&T access tandems within the LATA on which Sprint CLEC has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouthAT&T cannot switch SWA traffic through more than one BellSouthAT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouthAT&T access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouthAT&T's A35 General Subscriber Services Tariff.)

2.9.11 Direct End Office Interconnection Trunking

2.9.11.1 Direct end office trunks terminate traffic between a Sprint CLEC switch and a BellSouthAT&T end office and are not switched at a tandem location. Overflow from either end of the direct end office trunk group will be alternate routed to the appropriate tandem. The overflow will be based on the homing arrangements displayed in the LERG.

2.9.11.2 All traffic received by BellSouthAT&T on a direct end office trunk group from Sprint CLEC must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the BellSouthAT&T end office shall be mutually agreed upon by the Parties.

2.9.11.3 If a BellSouthAT&T tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and

ensure completion of traffic between Sprint CLEC and BellSouthAT&T subscribers.

2.9.11.4 When end office trunking is ordered by BellSouthAT&T to deliver BellSouthAT&T originated traffic to Sprint CLEC, BellSouthAT&T will provide overflow routing through BellSouthAT&T tandems consistent with how BellSouthAT&T overflows its traffic. The overflow will be based on the homing arrangements Sprint CLEC displays in the LERG. Likewise, if Sprint CLEC interconnects to a BellSouthAT&T end office for delivery of Sprint CLEC originated traffic, Sprint CLEC may overflow the traffic through the BellSouthAT&T tandems based on the BellSouthAT&T homing arrangements shown in the LERG.

2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.

~~2.9.11.6 BellSouth shall allow for the mutual exchange of local traffic using existing and new facilities procured in Sprint's capacity as an interexchange carrier, "Local Over Feature Group D" trunking, pursuant to the following:~~

~~2.9.11.6.1 Sprint shall pay all reasonable costs incurred by BellSouth to implement and maintain the Local Over Feature Group D trunking configuration.~~

~~2.9.11.6.2 Sprint and BellSouth will agree on the details of this trunking configuration. This configuration will form the basis of the cost study to determine reasonable cost.~~

~~2.9.11.6.3 Sprint may convert the Local Over Feature Group D trunking arrangement to a standard local interconnection trunking arrangement at any time subject to applicable charges for establishing such local interconnection trunking arrangements. Should the Sprint conversion to a standard local interconnection trunking arrangement cause an incremental reduction in the costs that BellSouth incurs in the ongoing maintenance and administration of the Local Over Feature Group D trunking arrangement, the ongoing charges to Sprint for such maintenance and administration will reflect such incremental reductions.~~

~~2.9.11.6.4 The Parties will track and report, through the use of factors set forth in Section 6 of this Attachment, the jurisdictional nature of the combined traffic on the Feature Group D facilities procured in Sprint's capacity as an interexchange carrier.~~

2.9.12 Other Interconnection Trunk Groups

2.9.12.1 E911 Trunk Group

2.9.12.1.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which Sprint CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7

signaling if available. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.1.2 Sprint CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the Point of Interconnection (POI) to the BellSouthAT&T 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

2.9.12.1.3 Sprint CLEC will cooperate with BellSouthAT&T to promptly test all 9-1-1 trunks and facilities between the Sprint CLEC network and the BellSouthAT&T 9-1-1 Tandem to assure proper functioning of 9-1-1 service. Sprint CLEC will not turn-up live traffic until successful testing is completed by both Parties.

2.9.12.1.4 Wireless Access to 911/E911 Emergency Network

2.9.12.1.4.1 BellSouthAT&T and Sprint PCS recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouthAT&T and Sprint PCS recognize the need to provide “911-like” service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouthAT&T will route “911-like” calls received from Sprint PCS to the emergency agency designated by Sprint PCS for such calls. Sprint PCS will provide the information necessary to BellSouthAT&T so that each call may be properly routed and contain as much pertinent information as is technically feasible.

2.9.12.1.4.2 BellSouthAT&T and Sprint PCS recognize that the technology and regulatory requirements for the provision of “911-like” service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Sprint PCS desires to implement and to permit Sprint PCS to comply with applicable regulatory requirements; therefore the terms and conditions governing Wireless access to 911 will be pursuant to Attachment 3c Cellular/PCS 911.

2.9.12.2 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group

2.9.12.2.1 In AT&T, with the exception of AT&T TEXAS AND MISSOURI; Where the Parties have the capability to perform call gapping or code gapping with the effect of choking traffic to the HVCI/Mass Calling customer, the Parties shall not be required to establish an HVCI/Mass Calling trunk. For AT&T TEXAS AND MISSOURI, Sprint CLEC must establish an HVCI/Mass Calling trunk as specified below.

2.9.12.2.2 Except as set forth above, a dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF or SS7 signaling where technically capable. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard

described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.2.3 If Sprint CLEC should acquire a HVC/Mass Calling customer, e.g., a radio station, Sprint CLEC shall notify BellSouthAT&T. BellSouthAT&T shall determine whether call gapping or other means can be used to choke the traffic or if it is necessary for BellSouthAT&T to order trunk groups as referenced above to the Sprint CLEC customer's serving office.

2.9.12.2.4 If Sprint CLEC finds it necessary to issue a new choke telephone number to a new or existing HVC/Mass Calling customer, Sprint CLEC may request a meeting to coordinate with BellSouthAT&T the assignment of HVC/Mass Calling telephone number from the existing choke NXX. In the event that Sprint CLEC establishes a new choke NXX, Sprint CLEC must notify BellSouthAT&T a minimum of ninety (90) days prior to deployment of the new HVC/Mass Calling NXX.

2.9.12.2.5 Where BellSouthAT&T and Sprint CLEC both provide HVC/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)

2.9.12.3.1 If BellSouthAT&T provides Inward Assistance Operator Services for Sprint CLEC, Sprint CLEC will initiate an ASR for a two-way trunk group from its designated operator services switch to the BellSouthAT&T Operator Services Tandem utilizing MF signaling.

2.9.12.3.2 If BellSouthAT&T provides Directory Assistance and/or Operator Services for Sprint CLEC, the following trunk groups are required:

2.9.12.3.3 Directory Assistance (DA):

2.9.12.3.3.1 Sprint CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate BellSouthAT&T Operator Services Tandem in the LATA for the NPA Sprint CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.4 Directory Assistance Call Completion (DACC):

2.9.12.3.4.1 Sprint CLEC may also contract for DACC. This requires a segregated one-way trunk group to each BellSouthAT&T Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):

2.9.12.3.5.1 When BellSouthAT&T's operator is under contract to verify the busy status of the Sprint CLEC End Users, BellSouthAT&T will utilize a segregated one-way with MF signaling trunk group from BellSouthAT&T's Operator Services Tandem to Sprint CLEC's switch. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.6 Operator Assistance (0+, 0-):

2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint CLEC switch to BellSouthAT&T's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.9.12.3.7 Trunk Design Blocking Criteria

2.9.12.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.

2.9.13 Trunk Servicing

2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business.

2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the [BellSouthAT&T](#) Interconnection Trunking Project Management group and Sprint CLEC's equivalent trunking group.

2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3. Network Design And Management For CLEC Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. [BellSouthAT&T](#) will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. [BellSouthAT&T](#) Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling

Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

3.4.1 Restrictive Controls

3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint CLEC and [BellSouthAT&T](#) will immediately notify each other of any protective control action planned or executed.

3.4.2 Expansive Controls

3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.4.3 Mass Calling

3.4.3.1 Sprint CLEC and [BellSouthAT&T](#) shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.5.1 Sprint CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, [BellSouthAT&T](#) will pass

all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.5.2 Signaling Call Information. ~~BellSouth~~AT&T and Sprint CLEC will send and receive 10 digits for Local Traffic. Additionally, ~~BellSouth~~AT&T and Sprint CLEC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.

3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Sprint CLEC may request additional traffic data via a trunk group utilization report (TIKI), this report is provided in an MS-Excel format, the Network Usage Information Service offered in Section A32 of the BellSouth state General Subscriber Service Tariff, or by the New Business Request process described in Section 7 of the General Terms and Conditions of the Agreement. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions - Part A of this Agreement.

3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under

this Section shall be deemed “Confidential Information” as set forth in the General Terms and Conditions section of this Agreement.

3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4. Wireless Network Design and Management

4.1 [BellSouthAT&T](#) and Sprint PCS will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. [BellSouthAT&T](#) will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

4.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

4.3 [BellSouthAT&T](#) and Sprint PCS will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

4.4 Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, [BellSouthAT&T](#) and Sprint PCS do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

4.5 [BellSouthAT&T](#) and Sprint PCS will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and [BellSouthAT&T](#) and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

4.6 For network expansion, [BellSouthAT&T](#) and Sprint PCS will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

4.7 [BellSouthAT&T](#) and Sprint PCS will provide each other with the proper call information,

including all proper translations for routing between networks and any information necessary for billing where ~~BellSouth~~AT&T provides recording capabilities. This exchange of information is required to enable each party to bill properly.

4.8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the SPCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement. All billing for such traffic will be in the name of Sprint PCS, and subject to the terms and conditions of this Agreement.

5. Local Dialing Parity

5.1 Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

6. Sprint CLEC Interconnection Compensation

6.1 Section 251(b)(5) Traffic shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:

a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or

b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.

6.2 AT&T made an offer (the "Offer") to all telecommunications carriers to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after the designated dates provided below pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001)) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). AT&T and Sprint CLEC agree to carry out the FCC's interim ISP terminating compensation plan on the date designated by AT&T in a particular state without waiving, and expressly reserving, all appellate rights to contest FCC, judicial, legislative, or other regulatory rulings regarding ISP-Bound traffic, including but not limited to, appeals of the FCC's ISP Compensation Order. By agreeing to this Attachment, both Parties reserve the right to advocate their respective positions before courts, state or federal commissions, or legislative bodies.

6.3 Should a regulatory agency, court or legislature change or nullify the AT&T's designated date to begin billing under the FCC's ISP terminating compensation plan, then the Parties also agree that any necessary billing true ups, reimbursements, or other accounting adjustments shall be made symmetrically and to the same date that the FCC terminating compensation plan was deemed applicable to all traffic in that state exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to the extent they are ordered by Intervening Law, to apply uniformly to all traffic among AT&T, Sprint CLEC and Commercial Mobile Radio Service (CMRS) carriers in the state where traffic is exchanged as Local Calls within the meaning of this Attachment.

6.4 The Parties further acknowledge that federal or state court challenges could be sustained against the FCC's ISP Compensation Order in particular, or against ISP intercarrier compensation generally. In particular, a court could order an injunction, stay or other retroactive ruling on ISP compensation back to the effective date of the FCC's ISP Compensation Order. Alternatively, a court could vacate the underlying Order upon which the compensation was based, and the FCC (either on remand or on its own motion) could rule that past traffic should be paid at different rates, terms or conditions. Because of these possibilities, the Parties agree that should the ISP Compensation Order be modified or reversed in such a manner that prior intercarrier compensation was paid under rates, terms or conditions later found to be null and void, then the Parties agree that, in addition to negotiating appropriate amendments to conform to such modification or reversal, the Parties will also agree that any billing true ups, reimbursements, or other accounting adjustments on past traffic shall be made uniformly and on the same date as for all traffic exchanged under Section 251(b)(5) of the Act. By way of interpretation, and without limiting the application of the foregoing, the Parties intend for retroactive compensation adjustments, to apply to all traffic among AT&T, Sprint CLEC, and CMRS carriers in the state where traffic is exchanged as Local Calls within the meaning of this Attachment.

6.5 In AT&T-12STATE the rates, terms and conditions for compensation of Section 251(b)(5) Traffic, as defined in Section 6 and ISP-Bound Traffic, as defined in Section 6 will be compensated at the FCC's interim ISP terminating compensation rate as set forth in Section 6 in a specific State on the later of (i) the Effective Date of this Agreement and (ii) the effective date of the offer in a particular state. The Parties acknowledge that AT&T-12STATE has made such offer in its respective states of (i) Indiana, Ohio, Texas and Wisconsin effective on and after June 1, 2003; (ii) Arkansas and Michigan effective on and after July 6, 2003; (iii) California effective on and after August 1, 2003; (iv) Illinois effective on and after September 1, 2003; and (v) Kansas, Missouri, Oklahoma and Nevada on and after June 1, 2004. Until and unless AT&T CONNECTICUT chooses to offer to exchange Section 251(b)(5) Traffic and ISP-Bound Traffic on and after a designated date pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan, the compensation set forth below in Section 6 will apply to all Section 251(b)(5) Traffic and ISP-Bound Traffic as for that particular State.

6.6 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T), the following tandem serving rate

elements are applicable on a terminating MOU basis and includes compensation for the following sub-elements:

6.6.1 Tandem Switching - compensation for the use of tandem switching only consisting of duration (per minute) rate element.

6.6.2 Tandem Transport - compensation for the transmission of traffic between the local tandem and the end offices subtending that tandem consisting of a transport termination (per minute) rate element and transport facility mileage (per minute, per mile) rate element.

6.6.3 End Office Switching in a Tandem Serving Arrangement - compensation for the local end office switching and line termination necessary to complete the transmission in a tandem-served arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

6.7 In instances where the originating carrier is originating telecommunications traffic over its own facilities, (i.e., not leased or purchased from AT&T), the following end office switching rate element is applicable on a terminating MOU basis:

6.7.1 End Office Switching - compensation for the local end office switching and line termination necessary to complete the transmission in an end office serving arrangement. It consists of a call set-up rate (per message) and a call duration (per minute) rate.

6.7.2 CLEC shall only be paid End Office Serving Rate Elements.

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6.9 Intercarrier Compensation for Wholesale Local Switching Traffic

6.9.1 Where CLEC purchases local switching from AT&T-12STATE on a wholesale basis, CLEC will deal directly with third party carriers for purposes of reciprocal compensation for calls originated by or terminated to the End Users served by such arrangements. AT&T-12STATE is required to provide CLEC with timely, complete and correct information to enable CLEC to meet the requirements of this section.

6.9.2 The following reciprocal compensation terms shall apply to all traffic exchanged between AT&T-12STATE and CLECs when CLEC purchases local switching from AT&T-12STATE on a wholesale basis:

6.9.3 For intra-switch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and CLEC, the Parties agree to impose no call termination charges pertaining to reciprocal compensation on each other.

6.9.4 For interswitch Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between AT&T-12STATE and Sprint CLEC where Sprint CLEC's End User originates a call that is terminated to a AT&T-12STATE End User, such traffic shall be paid for reciprocally at the FCC Plan rate set forth in Section 6 for the transport and termination of Section 251(b)(5) Traffic, and ISP-Bound Traffic.

6.10 In AT&T CONNECTICUT, when Sprint CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis to provide service to its End Users, AT&T CONNECTICUT will be solely responsible for compensating the terminating third party carrier for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from CLEC's End Users. When CLEC purchases local switching from AT&T CONNECTICUT on a wholesale basis, CLEC cannot seek intercarrier compensation from AT&T CONNECTICUT for Section 251(b)(5) Traffic, ISP-Bound Traffic, Optional EAS Traffic and IntraLATA Toll Traffic that originates from either an AT&T CONNECTICUT End User or a third party carrier's End User.

6.11 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

6.11.1 In accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP Compensation Order"), "ISP-Bound Traffic" shall mean telecommunications traffic exchanged between Sprint CLEC/Sprint PCS and AT&T in which the originating End User of one Party and the ISP served by the other Party are:

- a. both physically located in the same ILEC Local Exchange Area as defined by the ILEC's Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or
- b. both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes, but it is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS) or other types of mandatory expanded local calling scopes.

In states in which AT&T has offered to exchange Section 251(b)(5) Traffic and ISP-Bound traffic pursuant to the FCC's interim ISP terminating compensation plan set forth in the FCC ISP Compensation Order, traffic is presumed to be ISP-Bound Traffic in accordance with the rebuttable presumption set forth in Section 6.11 of this Attachment.

6.11.2 The Parties hereby agree that the following rates, terms and conditions set forth in Section 6 shall apply to the termination of all Section 251(b)(5) Traffic and all ISP-Bound Traffic exchanged between the Parties in each of the applicable state(s) AT&T has made an offer as described in Section 6 above effective on the later of (i) the Effective Date of this

Agreement and (ii) the effective date of the offer in the particular state and all ISP-Bound Traffic is subject to the rebuttable presumption.

6.11.3 Intercarrier Compensation for all ISP-Bound Traffic and Section 251(b)(5) Traffic

6.11.3.1 The rates, terms, and conditions in Section 6 apply to the termination of all Section 251(b)(5) Traffic as defined in Section 6 and ISP-Bound Traffic as defined in Section 6 and ISP-Bound Traffic is subject to the rebuttable presumption.

6.11.3.2 –The Parties agree to compensate each other for the transport and termination of all Section 251(b)(5) and ISP-Bound Traffic and traffic on a minute of use basis, at \$.0007 per minute of use.

6.11.3.3 –Payment of Intercarrier Compensation on ISP-Bound Traffic and Section 251(b)(5) Traffic will not vary according to whether the traffic is routed through a tandem switch or directly to an end office switch.

6.11.4 ISP-Bound Traffic Rebuttable Presumption

6.11.4.1 In accordance with Paragraph 79 of the FCC’s ISP Compensation Order, the Parties agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties exceeding a 3:1 terminating to originating ratio is presumed to be ISP-Bound Traffic subject to the compensation terms in this Section 6. Either Party has the right to rebut the 3:1 ISP-Bound Traffic presumption by identifying the actual ISP-Bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to Section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval. During the pendency of any such proceedings to rebut the presumption, the Parties will remain obligated to pay the rates set forth in Section 6 for Section 251(b)(5) Traffic and ISP-Bound Traffic.

6.11.5 For purposes of this Section 6, all Section 251(b)(5) Traffic and all ISP-Bound Traffic shall be referred to as “Billable Traffic” and will be billed in accordance with this section.

6.11.5.1 Each party will invoice the other party on a monthly basis for combined Section 251(b)(5) Traffic and ISP-Bound Traffic exchanged between the Parties at the rate set forth in Section 6.

~~6.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth, Sprint CLEC and Sprint PCS. The Parties’ agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic. Specifically, Sprint PCS provided BellSouth a substantial cost study supporting its costs. As such the bill and keep arrangement is contingent upon the agreement by all three Parties to adhere to bill and keep. Should either Sprint CLEC or Sprint PCS opt into another~~

~~interconnection arrangement with BellSouth pursuant to 252 (i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between BellSouth and the remaining Sprint entity shall be subject to termination or renegotiation as deemed appropriate by BellSouth.~~

~~6.1.1 The Parties hereby agree to a bill and keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and Wireless Local Traffic. Such bill and keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and Wireless Local Traffic. Such bill and keep arrangement does not include trunks and associated dedicated transport, transit and intermediary traffic, or interMajor Trading Area traffic.~~

~~6.1.2 Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or BellSouth's respective networks are as set forth in Exhibit A to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.~~

~~6.1.3 If Sprint CLEC chooses to provide local switching of BellSouth-originated calls through use of a switch located outside the LATA in which the calls originate, any transport charges that BellSouth may owe Sprint CLEC as reciprocal compensation for transporting such calls shall be governed by this Section. BellSouth shall compensate Sprint CLEC at the dedicated transport rates specified in Exhibit A, as is appropriate to the specific circumstances of the individual call. To the extent that BellSouth is required to pay such transport on a distance-sensitive basis, the distance the call is considered transported, for purposes of determining any reciprocal compensation owed, shall not exceed the shortest distance in airline miles between the point BellSouth hands the call off to Sprint CLEC (the appropriate Point of Interconnection where the two networks join in the LATA) and the LATA boundary. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.~~

~~6.1.42 Neither Party shall represent switched access services traffic (e.g. FGA, FGB,FGD) as Local Traffic for purposes of payment of reciprocal compensation.~~

~~6.1.53 For BellSouth and Sprint CLEC traffic, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, not the telephone number dialed~~Intentionally left blank.

~~6.14.5.1 Further, if Sprint CLEC assigns NPA/NXXs to specific BellSouth rate centers within a BellSouth originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the BellSouth originating end user's local~~

~~calling area, Sprint CLEC agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Sprint CLEC at BellSouth's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for BellSouth to determine whether said traffic is Local Traffic.~~Intentionally left blank.

6.15 Foreign Exchange (FX) services are retail service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located, but within the same LATA as the number that is assigned. FX service enables particular End-User customers to avoid what might otherwise be toll calls between the FX customer's physical location and customers in the foreign exchange. FX Telephone Numbers" are those telephone numbers with rating and routing point that are different from those of the geographic area in which the End User is physically located. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier's tariffed Switched Exchange Access rates (also known as "Meet Point Billed" compensation). There are two types of FX service:

6.15.1 "Dedicated FX Traffic" shall mean those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.

6.15.2 "Virtual Foreign Exchange (FX) Traffic" and "FX-type Traffic" shall refer to those calls delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX End Users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-prescribed mandatory local calling area, whereas Dedicated FX Service End Users

draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.

6.15.3 FX Traffic is not Section 251(b)(5) Traffic and instead the transport and termination compensation for FX Traffic is subject to a Bill and Keep arrangement .

6.15.3.1 To the extent that ISP-Bound Traffic is provisioned via an FX-type arrangement, such traffic is subject to a Bill and Keep arrangement “Bill and Keep” refers to an arrangement in which neither of two interconnecting parties charges the other for terminating FX traffic that originates on the other party’s network.

6.15.4 Pursuant to the Connecticut Commission Arbitration Award in Docket. 01-01-29RE01, the originating Party will bill the terminating Party the appropriate originating access charges for all traffic, except ISP-Bound Traffic, that is terminated to a number that is provisioned as a Virtual FX, Dedicated FX or FX-type service as defined in Section 6 above in **AT&T CONNECTICUT**. In such circumstances, for ISP-Bound Traffic the appropriate compensation mechanism is bill and keep.

6.15.5 Segregating and Tracking FX Traffic

6.15.5.1 For, the terminating carrier is responsible for separately identifying IntraLATA Virtual FX, Dedicated FX, and FX-type Traffic from other types of Inter-carrier traffic for compensation purposes. The terminating carrier will be responsible for providing the originating carrier with an FX Usage Summary which includes a ten (10) digit telephone number level detail of the minutes of use terminated to FX Telephone Numbers on its network each month (or in each applicable billing period, if not billed monthly), or by any means mutually agreed by the Parties.

6.15.5.2 Terminating carrier will not assess compensation charges to the Voice FX MOU and ISP FX MOU.

6.15.6 For **AT&T CONNECTICUT**, FX traffic must be identified as voice FX and ISP FX. **AT&T CONNECTICUT** will work with CLEC in reviewing its data to determine the volume of IntraLATA FX traffic being exchanged for an agreed-upon period of time. The Parties may agree to use traffic studies, retail sales of Dedicated FX lines, or any other agreed method of estimating the FX traffic to be assigned a factor. Once the data review is completed, the Parties will estimate the percentage of minutes of use that is attributable to FX traffic. For **AT&T CONNECTICUT** ISP FX percentage will be assigned (“PIFX”) and voice FX percentage will be assigned (“PVFX”). The PIFX and PVFX (“FX factor”) will be used in lieu of providing the actual minutes of use data. This plan will be applied on an individual CLEC basis.

6.15.6.1 The FX factor will be applied to the measured local usage minutes of use (“MOU”) and result in the following billing adjustments:

(i) Terminating carrier will multiply the measured local MOU by the FX factor to calculate the IntraLATA FX traffic.

(ii) Terminating carrier will subtract both the voice FX MOU and ISP FX MOU from the measured local MOU.

(iii) Terminating carrier will apply the appropriate compensation rate to the adjusted local MOU for Section 251(b)(5) Traffic, and ISP-Bound Traffic, as set forth in Section 6 above.

(iv) Terminating carrier will not assess compensation charges to the ISP FX MOU in AT&T CONNECTICUT where such traffic is subject to a Bill and Keep Arrangement.

(v) Originating carrier will apply the appropriate originating access charges only to the Voice FX MOU in AT&T CONNECTICUT.

6.15.6.2 The FX factor may be adjusted by the Parties on a quarterly basis.

6.15.7 Either Party may request an audit of the FX Usage Summary or the FX Factor on no fewer than thirty (30) business day's written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed-to auditor paid for by the Party requesting the audit. Such audits shall be requested within six months of having received the FX Usage Summary or the FX Factor and associated usage from the other Party and may not be requested more than twice per year, once per calendar year, unless the audit finds there has been a 20% or higher net error or variance in calculations, in which case a subsequent audit is required. Based upon the audit, previous compensation, billing and/or settlements will be adjusted for the past six (6) months.

6.15.8 If the FX factor is adjusted based upon the audit results, the adjusted FX factor will apply for the six (6) month period following the completion of the audit. If, as a result of the audit, either Party has overstated the FX factor or underreported the FX Usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of a subsequent audit which is to happen within nine (9) months of the initial audit.

6.15.9.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.

6.15.10.6 Fiber Meet, Design One. Each party will compensate the other for the Local Channels, from the POI to the other Party's switch location within the LATA, ordered on the other Party's portion of the Fiber Meet.

6.2-16 For AT&T 2-STATE:19 CLEC Percent Local Use. AT&T 2-STATE~~BellSouth~~ and Sprint CLEC will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local minutes to be billed to the other Party. For purposes of developing the PLU, AT&T 2-STATE~~BellSouth~~ and Sprint CLEC shall consider every local call and every long distance call, excluding Transit Traffic. The -PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination . By the first of January, April, July and October of each year, AT&T 2-STATE~~BellSouth~~ and Sprint CLEC shall provide a positive report updating the PLU. Detailed

requirements associated with PLU reporting shall be as set forth in AT&T 2-STATE~~BellSouth's~~ Percent Local Use Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate Local usage compensation to be paid.

~~6.3 CLEC Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. Intentionally left blank.~~

~~6.4 CLEC Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid. Intentionally left blank.~~

~~6.5-17~~ Audits. On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&T 2-STATE~~BellSouth~~ and Sprint shall retain records of call detail for a minimum of nine months from which a PLU, ~~PLF and/or PIU~~ can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, ~~PLF and/or PIU~~ shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, ~~PLF and/or PIU~~ by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Rate True-up

~~This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.~~

~~6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:-~~

~~6.6.2 The interim prices shall be true-d up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions of this Agreement.~~

~~6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated agreement" under Section 252 (e) of the Act.~~

~~6.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.~~

6.18 CMRS LOCAL TRAFFIC COMPENSATION

6.18.1 Compensation rates for Interconnection are contained in the Pricing Schedule (Wireless).

6.18.2 Compensation for Section 251(b)(5) Calls Transport and Termination. Subject to the limitations set forth below in Section 6.18, AT&T shall compensate Sprint PCS for the transport and termination of Section 251(b)(5) Calls originating on AT&T's network and terminating on Sprint PCS's network. Sprint PCS shall compensate AT&T for the transport and termination of Section 251(b)(5) Calls originating on Sprint PCS's network and terminating on AT&T's network. The rates for this reciprocal compensation are set forth in the state specific Pricing Schedule (Wireless).

6.18.3 Traffic Not Subject to Reciprocal Compensation

6.18.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls, which shall not include, without limitation, the following:

6.18.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);

6.18.3.1.2 Toll-free calls (e.g., 800/888), Information Services Traffic, 500 and 700 calls;

6.18.3.1.3 Third Party Traffic;

6.18.3.1.4 Paging Traffic;

6.18.3.1.5 InterMTA Traffic;

6.18.4 Any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission.

6.18a CMRS CLASSIFICATION OF TRAFFIC

6.18a.1 Telecommunications traffic exchanged between AT&T and Sprint PCS pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.

6.18a.2 The Parties agree that ISP-bound traffic between them in the mobile-to-land direction shall be treated as Telecommunications traffic for purposes of this Agreement and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of ISP-bound traffic shall be necessary. The Parties agree there is and shall be no ISP traffic exchanged between them in the land-to-mobile direction subject to this Agreement.

6.18a.3 The Parties agree that IP enabled (including, without limitation, voice over Internet protocol (VoIP)) traffic between them in the mobile-to-land and the land-to-mobile direction shall be treated as Telecommunications traffic for purposes of this Agreement and compensation for such traffic shall be based on the jurisdictional end points of the call. Accordingly, no additional or separate measurement or tracking of IP enabled traffic shall be necessary.

6.19 CMRS LOCAL TRAFFIC MEASUREMENT

6.19.1 Billing for Mutual Compensation

6.19.1.1 Each Party will record its terminating minutes of use for all intercompany calls. Each Party will perform the necessary call recording and rating for calls, and shall be responsible for billing and collection, from its End Users. Except as specifically provided herein, each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party.

6.19.1.2 –The Parties recognize that Sprint PCS may not have the technical systems to measure actual usage and bill AT&T pursuant to this Agreement. To the extent Sprint PCS does not have the ability to measure and bill the actual amount of AT&T-to- Sprint PCS Section 251(b)(5) Calls traffic (“Land-to-Mobile Section 251(b)(5) Calls Traffic”), and in the event AT&T also does not record the actual amount of such Land-to-Mobile Section 251(b)(5) Calls Traffic, Sprint PCS shall bill AT&T the charges due as calculated and described in Sections 6.19.1.3 and 6.19.2 below.

6.19.1.3 When Section 6.19.1.3 applies, the Parties agree to use a surrogate billing factor to determine the amount of Land-to-Mobile Section 251(b)(5) Calls Traffic. The surrogate billing factor shall be deemed to be equal to the Shared Facility Factor, stated in the Pricing Schedule (Wireless). When using the surrogate billing method instead of recording actual usage, the amount Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOUs shall be deemed to be equal to the product of (i) the Sprint PCS -to-AT&T (mobile-to-land) Conversation MOU for Section 251(b)(5) Calls (based on AT&T’s monthly bill to Sprint PCS) divided by the difference of one (1.0) minus the Shared Facility Factor, (times) (ii) the Shared Facility Factor. When using the surrogate billing method, Sprint PCS shall bill AT&T the charges due under this Section 6.19.1.3 based solely on the calculation contained in the preceding sentence.

EXAMPLE

Land-to-Mobile Section 251(b)(5) Calls Traffic

Conversion MOUs = [mobile-to-land local Mou’s / (1 – Shared Facility Factor)] *
Shared Facility Factor

Mobile-to-land MOU = 15,000

Shared Facility Factor = .20

Land-to-Mobile Section 251(b)(5) Calls MOU = [15,000/(1-.20)]*.20
=3,750 MOUs

6.19.2 When Sprint PCS uses the surrogate billing factor billing method set forth above, Sprint PCS shall itemize on each of its bills the corresponding AT&T billing account numbers, by LATA and by state, for Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOUs to which the surrogate billing factor is applied. All adjustment factors and resultant adjusted amounts shall be shown for each line item, including as applicable, but not limited to, the surrogate billing factor as provided in this Section 6.19.1.3, the blended call set-up and duration factors (if applicable), the adjusted call set-up and duration amounts (if applicable), the appropriate rate, amounts, *etc.*

6.19.3 Except as provided in this Section 6.19.1.2 see the General Terms and Conditions for billing requirements.

6.20 RESPONSIBILITIES OF THE PARTIES

6.20.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

6.20.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN).

6.20.3 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

6.21 Alternate Tandem Provider

6.21.1 An Alternate Tandem Provider shall mean a Telecommunications Carrier, with no End Users, that provides tandem switching services to Sprint PCS with whom it is directly interconnected for the purpose of delivering Third Party Originating Carrier traffic via direct interconnection arrangements with AT&T to (i) AT&T's End User; (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T purchased on a wholesale basis to provide service to its End Users; and/or (iii) a Third Party Terminating Carrier's End User.

6.21.2 "Third Party Originating Carrier" means a Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider and/or Out-of Exchange Local Exchange Carrier (OE-LEC) that sends traffic originated by its End Users to an Alternate Tandem Provider.

6.21.3 Third Party Terminating Carrier shall mean Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, Out-of Exchange Local Exchange Carrier (OE-LEC), AT&T as the Incumbent Local Exchange Carrier (ILEC) or a Carrier that utilizes local switching from AT&T purchased on a wholesale basis to provide service to its End Users, to which traffic is terminated when CLEC uses an Alternate Tandem Provider.

6.21.4 When Alternate Tandem Provider sends Traffic originated by the End Users of Sprint PCS functioning as the Third Party Originating Carrier to an End User of AT&T who is functioning as the Third Party Terminating Carrier, Sprint PCS is responsible for all Minutes of Use ("MOUs") billed by AT&T for the termination of such traffic.

6.7 Wireless Non-Local Traffic Interconnection

~~6.7.1 The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph 6.7.2 hereunder or the Non-Local Intermediary Charges described in paragraph 6.7.4 hereunder, as appropriate.~~

~~6.7.2 For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.~~

~~6.7.3 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then~~

~~BellSouth and Sprint PCS shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of BellSouth and Sprint PCS.~~

~~6.7.4 If Non-Local Traffic originated by Sprint PCS is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier") and Sprint PCS and BellSouth participate in Meet Point Billing as defined in paragraph 6.11, then BellSouth will bill Sprint PCS and Sprint PCS shall pay a \$.002 per minute intermediary charge. None of the Non-Local Traffic delivered to Sprint PCS by BellSouth shall be subject to the Non-Local Intermediary Charges.~~

~~6.8~~ 202 Compensation for CLEC IntraLATA Toll Traffic.

~~6.8~~ 202.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint CLEC and BellSouth end users that originates and terminates in the same LATA and results in intraLATA toll charges being billed to the originating end user by the originating Party. Moreover, BellSouth originated IntraLATA Toll Traffic will be delivered to Sprint CLEC using traditional Feature Group C non-equal access signaling.

6. 208.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.

6. 208.3 Compensation for CLEC 8XX Traffic. Each Party (BellSouth and Sprint CLEC) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.

6. 208.4 Records for 8XX Billing. Each Party (BellSouth and Sprint CLEC) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.

6. 208.5 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Sprint CLEC requires interconnection from Sprint CLEC to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint CLEC shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Sprint CLEC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

~~6.9~~ 231 Mutual Provision of Switched Access Service for Sprint CLEC and AT&T-BellSouth

~~6.9~~ 231.1 ~~Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access~~

~~Tariff. Subject to the provisions of 5.8.1.1 following, any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end to end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using Feature Groups A, B, or D switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) shall not be compensated as local. Intentionally left blank.~~

~~6.9231.1.1 The Parties acknowledge that they cannot agree on the jurisdictional nature of Public Switched Telephone Network computer to phone or phone to computer telecommunications traffic. The Parties further acknowledge that the issue of compensation for this traffic is currently under consideration by the FCC. Until such time as the FCC issues an effective order on the jurisdiction of this traffic, the Parties shall utilizing a bill and keep mechanism for compensating each other for such traffic (neither Party will bill the other Party for the phone end of computer to phone or phone to computer interexchange telecommunications traffic). Further, upon an effective order from the FCC, the Parties will amend the Agreement consistent with such order. Intentionally left blank.~~

6.242 Switched Access Traffic :

6.242.1 For purposes of this Section 6.24, Parties is defined as AT&T and Sprint CLEC:For purposes of this Agreement only, Switched Access Traffic shall mean all traffic that originates from an end user physically located in one local exchange and delivered for termination to an end user physically located in a different local exchange (excluding traffic from exchanges sharing a common mandatory local calling area as defined in AT&T's local exchange tariffs on file with the applicable state commission) including, without limitation, any traffic that (i) terminates over a Party's circuit switch, including traffic from a service that originates over a circuit switch and uses Internet Protocol (IP) transport technology (regardless of whether only one provider uses IP transport or multiple providers are involved in providing IP transport) and/or (ii) originates from the end user's premises in IP format and is transmitted to the switch of a provider of voice communication applications or services when such switch utilizes IP technology. Notwithstanding anything to the contrary in this Agreement, all Switched Access Traffic shall be delivered to the terminating Party over feature group access trunks per the terminating Party's access tariff(s) and shall be subject to applicable intrastate and interstate switched access charges; provided, however, the following categories of Switched Access Traffic are not subject to the above stated requirement relating to routing over feature group access trunks:

- (i) IntraLATA toll Traffic or Optional EAS Traffic from a CLEC end user that obtains local dial tone from CLEC where CLEC is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider,
- (ii) IntraLATA toll Traffic or Optional EAS Traffic from an AT&T end user that obtains local dial tone from AT&T where AT&T is both the Section 251(b)(5) Traffic provider and the intraLATA toll provider;

(iii) Switched Access Traffic delivered to AT&T CALIFORNIA from an Interexchange Carrier (IXC) where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query; and/or

(iv) Switched Access Traffic delivered to either Party from a third party competitive local exchange carrier over interconnection trunk groups carrying Section 251(b)(5) Traffic and ISP-Bound Traffic (hereinafter referred to as "Local Interconnection Trunk Groups") destined to the other Party.

Notwithstanding anything to the contrary in this Agreement, each Party reserves its rights, remedies, and arguments relating to the application of switched access charges for traffic exchanged by the Parties prior to the Effective Date of this Agreement and described in the FCC's Order issued in the Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Exempt from Access Charges, WC Docket No. 01-361(Released April 21, 2004).

6.242.2 In the limited circumstances in which a third party competitive local exchange carrier delivers Switched Access Traffic as described in Section 6.249.1.2.1 (iv) above to either Party over Local Interconnection Trunk Groups, such Party may deliver such Switched Access Traffic to the terminating Party over Local Interconnection Trunk Groups. If it is determined that such traffic has been delivered over Local Interconnection Trunk Groups, the terminating Party may object to the delivery of such traffic by providing written notice to the delivering Party pursuant to the notice provisions set forth in the General Terms and Conditions and request removal of such traffic. The Parties will work cooperatively to identify the traffic with the goal of removing such traffic from the Local Interconnection Trunk Groups. If the delivering Party has not removed or is unable to remove such Switched Access Traffic as described in Section 6.249.1.2.1 (iv) above from the Local Interconnection Trunk Groups within sixty (60) days of receipt of notice from the other party, the Parties agree to jointly file a complaint or any other appropriate action with the applicable Commission to seek any necessary permission to remove the traffic from such interconnection trunks up to and including the right to block such traffic and to obtain compensation, if appropriate, from the third party competitive local exchange carrier delivering such traffic to the extent it is not blocked.

6.253 VOICE OVER INTERNET PROTOCOL (VOIP) {AT&T WISCONSIN}:

6.235.1 For purposes of this Section 6.25, Parties is defined as AT&T Wisconsin and Sprint CLEC Notwithstanding any other provision of this Agreement, AT&T Wisconsin and Sprint CLEC (collectively the Parties) shall exchange enhanced/information services traffic, including without limitation Voice Over Internet Protocol ("VOIP") traffic and other enhanced services traffic (collectively, "IS Traffic"), in accordance with this section. IS Traffic is defined as traffic that undergoes a net protocol conversion, as defined by the FCC, between the calling and called parties, and/or traffic that features enhanced services that provide customers a capability for generating, acquiring storing, transforming, processing, retrieving, utilizing, or making available information. The Parties shall exchange IS Traffic over the same interconnection trunk groups used to exchange local traffic. In addition to other jurisdictional factors the Parties may report to

one another under this Agreement, the Parties shall report a Percent Enhanced Usage ("PEU") factor on a statewide basis. The numerator of the PEU factor shall be the number of minutes of IS Traffic sent to the other Party for termination to such other Party's customers. The denominator of the PEU factor shall be the total combined number of minutes of traffic, including IS Traffic, sent over the same trunks as IS Traffic. Either Party may audit the other Party's PEU factors pursuant to the audit provisions of this Agreement. The Parties shall compensate each other for the exchange of IS Traffic applying the same rate elements used by the Parties for the exchange of ISP-bound traffic whose dialing patterns would otherwise indicate the traffic is local traffic. This compensation regime for IS Traffic shall apply regardless of the locations of the calling and called parties, and regardless of the originating and terminating NPA/NXXs.

6.9253.2 When Sprint CLEC's end office switch, subtending the BellSouthAT&T Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing BellSouthAT&T-facilities, or via BellSouthAT&T's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-single-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. ~~Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing.~~ As business requirements change data reporting requirements may be modified as necessary.

6.9253.3 BellSouthAT&T and Sprint CLEC will retain for a minimum period of sixty (60) days ,access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.9253.4 BellSouthAT&T and Sprint CLEC agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

6.9253.5 AT&TBellSouth and Sprint CLEC also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

6.9-253.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any

differences concerning the findings thereof.

6.9253.7 Unless otherwise mutually agreed to by the Parties, Sprint CLEC shall not deliver Switched Access Traffic to AT&T BellSouth for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the AT&T BellSouth switched access tariff.

6.10-264 Transit Traffic Service. AT&T BellSouth shall provide tandem switching and transport services for Sprint CLEC's Transit Traffic that originates from, or terminates to a Sprint CLEC end user. ~~Switched Access traffic that originates from or terminates to a Sprint CLEC end user via the BellSouth network is Transit Traffic (Switched Access Transit Traffic). Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A-the Pricing Schedule to this Attachment. Rates for Switched Access Transit Traffic shall be each Party's Interstate or Intrastate Switched Access rates for call transport and termination. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet point bill in accordance with MECAB guidelines.~~

6.10264.1 The delivery of traffic which transits the AT&T BellSouth network and is transported to another carrier's network is excluded from any AT&T BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. AT&T BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Sprint CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the AT&T BellSouth network. AT&T BellSouth will not be liable for any compensation to the terminating carrier or to Sprint CLEC. Sprint CLEC agrees to compensate AT&T BellSouth for any charges or costs for the delivery of Sprint CLEC originated ~~non-Switched Access~~ Transit Traffic to a connecting carrier on behalf of Sprint. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.27511 Wireless Meet Point Billing

6.275.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (MECAB) document, developed by the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF), the Parties shall provide to each other the Switched Access detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (EMI) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access detail usage data to each other on a reciprocal, no charge basis. Each Party agrees to provide the other Party with AURs based upon mutually agreed upon intervals. Each Party shall provide the other Party the billing name, billing address, and carrier identification

(“CIC”) of the IXCs that may utilize any portion of either Party’s network in a carrier/LEC MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. AT&T shall provide this information to Carrier except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.

6.275.2 Carrier shall designate AT&T’s Access Tandem Switch or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem Switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Service customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).

6.275.3 The Parties will each bill the IXC for their portion of the Switched Access Services as stated in each Party’s respective access tariff based on the billing percentages stated above.

6.275.4 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information as described in the MECAB document identified in Paragraph 1 above, are maintained in their respective federal and state access tariffs, as required, until such time as such information will be included in the National Exchange Carrier Association (“NECA”) FCC Tariff No. 4.

6.275.5 Each Party shall implement the “Multiple Bill/Single Tariff” option described in the MECAB document identified in Paragraph 1 above so that each Party bills the IXC for its portion of the jointly provided Switched Access Services.

~~6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth’s network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it’s network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of~~

~~95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.~~

~~6.11.2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.~~

~~6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.~~

~~6.2411.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of \$.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXC's for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.~~

~~6.12 00 Local Traffic~~ Intentionally left blank.

~~00 traffic from Sprint IXC presubscribed end-user customers will continue to be routed to Sprint IXC over originating switched access FGD service. Sprint CLEC will determine the amount of total 00 traffic that is local and will report that factor and the associated minutes of use (MOU) used to determine the factor to BST. Using that data and the Sprint IXC total switched access MOUs for that month, BST will calculate a credit on Sprint IXC's switched access bill which will be applied in the following month. The credit will represent the amount of 00 traffic that is local and will take into consideration TELRIC rate-based billing for the 00 MOUs that are local. The credit will be accomplished via a netting process whereby Sprint IXC will be given a full credit for all applicable billed access charges offset by the billing of 00 transport charges only based upon the applicable state TELRIC rates contained in Attachment 3 of this Agreement. BellSouth will have audit rights on the data reported by Sprint CLEC.~~

7. Operational Support Systems (OSS) Rates

~~BellSouth~~AT&T has developed and made available ~~the following~~ mechanized systems by which Sprint may submit LSRs electronically. Such systems are specified in Attachment 6-OSS.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

~~LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.~~

8. SS7 Network Interconnection [This section is added pursuant to the Sprint/BellSouth Amendment dated January 1, 2001]

8.1.1 Definition

~~SS7 Network Interconnection is the interconnection of Sprint local Signaling Transfer Point Switches (STP) and Sprint local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Sprint local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.~~

8.1.2 Technical Requirements

~~8.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:~~

~~8.1.2.1.1 BellSouth local or tandem switching systems;~~

~~8.1.2.1.2 BellSouth DBs; and~~

~~8.1.2.1.3 Other third-party local or tandem switching systems.~~

~~8.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Sprint or other third-party switching systems with A-link access to the BellSouth SS7 network. If traffic is routed based on dialed or translated digits between an Sprint local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Sprint local STPs and BellSouth or other third-party local switch.~~

~~8.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).~~

~~8.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:~~

~~8.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;~~

~~8.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and~~

~~8.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.~~

~~8.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Sprint local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Sprint local STPs, and shall not include SCCP Subsystem Management of the destination.~~

~~8.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.~~

~~8.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.~~

~~8.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.~~

~~8.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:~~

~~8.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;~~

~~8.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and~~

~~8.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.~~

8.1.3 Interface Requirements

~~8.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Sprint~~

or Sprint designated local or tandem switching systems or STPs to the BellSouth SS7 network:

~~8.1.3.1.1 A link interface from Sprint local or tandem switching systems; and~~

~~8.1.3.1.2 B link interface from Sprint STPs.~~

~~8.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at across-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.~~

~~8.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.~~

~~8.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:~~

~~8.1.3.4.1 Telecordia (formerly BellCore) GR-905 CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev. 2, December 1998;~~

~~8.1.3.4.2 Telecordia (formerly BellCore) GR-1428 CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1998;~~

~~8.1.3.4.3 Telecordia (formerly BellCore) GR-1429 CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and~~

~~8.1.3.4.4 Telecordia (formerly BellCore) GR-1432 CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, March 1994.~~

~~8.1.3.5 BellSouth shall set message screening parameters to accept messages from Sprint local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Sprint switching system has a legitimate signaling relation.~~

~~8.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:~~

~~8.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications—Signaling System Number 7 (SS7)—General Information;~~

~~8.1.4.2 ANSI T1.111-1996 American National Standard for Telecommunications Signaling System Number 7 (SS7)—Message Transfer Part (MTP);~~

~~8.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications Signaling~~

~~System Number 7 (SS7)– Message Transfer Part (MTP) Supplement;~~

~~8.1.4.4 ANSI T1.112-1996 American National Standard for Telecommunications– Signaling System Number 7 (SS7)– Signaling Connection Control Part (SCCP);~~

~~8.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications– Signaling System Number 7 (SS7)– Integrated Services Digital Network (ISDN) User Part;~~

~~8.1.4.6 ANSI T1.114-1996 American National Standard for Telecommunications– Signaling System Number 7 (SS7)– Transaction Capabilities Application Part (TCAP);~~

~~8.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications– Signaling System Number 7 (SS7)– Monitoring and Measurements for Networks;~~

~~8.1.4.8 ANSI T1.116-1996 American National Standard for Telecommunications– Signaling System Number 7 (SS7)– Operations, Maintenance and Administration Part (OMAP), also ANSI T1.116A-1998;~~

~~8.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications– Signaling System Number 7 (SS7)– Intermediate Signaling Network Identification (ISNI);~~

~~8.1.4.10 Telcordia (formerly BellCore) GR-905 CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev. 2, December 1998;~~

~~8.1.4.11 Telcordia (formerly BellCore) GR-954 CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service, Issue 2, March 1997;~~

~~8.1.4.12 Telcordia (formerly BellCore) GR-1428 CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1995;~~

~~8.1.4.13 Telcordia (formerly BellCore) GR-1429 CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and,~~

~~8.1.4.14 Telcordia (formerly BellCore) GR-1432 CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, 1994.~~

9. Basic 911 and E911 {This section is added pursuant to the Sprint/BellSouth Amendment dated January 1, 2001}

If Sprint CLEC orders network elements and other services, then Sprint CLEC is also responsible for providing E911 to its end users. BellSouthAT&T agrees to offer access to the 911/E911 network pursuant to ~~the following terms and conditions set forth in this Attachment~~ 3d CLEC 911.

9.1 Definition

~~Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).~~

9.2 Requirements

9.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Sprint a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Sprint will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10 digit directory number as stated on the list provided by BellSouth. Sprint will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Sprint will be required to discontinue the Basic 911 procedures and being using E911 procedures.

9.2.2 E911 Service Provisioning. For E911 service, Sprint will be required to install a minimum of two dedicated trunks originating from the Sprint serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Sprint will be required to provide BellSouth daily updates to the E911 database. Sprint will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Sprint will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Sprint shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

9.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Sprint beyond applicable charges for BellSouth trunking arrangements.

9.2.4 Basic 911 and E911 functions provided to Sprint shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Sprint to follow in providing 911/E911 services.

**ATTACHMENT 3A
NIM
(NETWORK INTERCONNECTION
METHODS)**

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ATTACHMENT 3A NIM (NETWORK INTERCONNECTION METHODS)

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for Interconnection provided by AT&T and SPRINT PCS.
- 1.2 Interconnection shall be provided at a level of quality equal to that which AT&T provides to itself, a subsidiary, an Affiliate, or any other Telecommunications Carrier.
- 1.3 In the event the Parties deploy new switches after the Effective Date, the Parties will provide reasonable advance notice of such change and will work cooperatively to accomplish all necessary network changes.
- 1.4 SPRINT PCS may designate the interface it wants to receive from the following: Trunk Side terminations at voice grade, DS0 or DS1 level.
- 1.5 SPRINT PCS and AT&T will interconnect directly in each LATA in which they exchange Section 251(b)(5) Calls and Switched Access Services traffic. Inter-tandem switching is not provided and Facility meet points must be within the AT&T service area.
- 1.6 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Attachment 3b ITR.

2. POINT OF INTERCONNECTION OPTIONS

- 2.1 SPRINT PCS and AT&T shall mutually agree on a POI for each Facility with Trunks utilized to carry traffic between their respective networks. A POI may be located at:
 - 2.1.1 the AT&T Wire Center where the Facilities terminate for SPRINT PCS to AT&T Authorized Services traffic,
 - 2.1.2 SPRINT PCS's office where the Facilities terminate for AT&T to SPRINT PCS Authorized Services traffic, or
 - 2.1.3 another, mutually agreeable location.
- 2.2 A POI shall not be located across a LATA boundary, nor more than a distance of 14 miles (or the State's defined local calling area, whichever is greater), from the AT&T13-State Central Office Switch where the Facility connection is established. SPRINT PCS is responsible for the cost of Facilities beyond 14 miles.

3. TERMS AND COMPENSATION FOR USE OF FACILITIES

- 3.1 Each Party shall be responsible for providing its owned or leased transport Facilities to route calls to and from the POI. Each Party may construct its own Facilities, it may purchase or lease these Facilities from a Third Party, or it may purchase or lease these Facilities from the other Party, if available, pursuant to access services tariff or separate contract. Optional Payment Plans (OPP), and High Cap Term Payment Plans (HCTPP) are not available for transport facilities pursuant to this agreement.
- 3.2 The Parties will connect their networks (*i.e.*, to and from the AT&T Central Office Switch where the Facility connection is established) using digital Facilities of at least DS-1 transmission rates ("DS-1 Facilities"), where available.
- 3.3 The following shall apply solely for Facilities connecting the Parties networks dedicated for transport of Authorized Services Interconnection traffic and for transport of Authorized Services Third Party Traffic. Notwithstanding the foregoing, nothing in this Agreement shall be construed

as authorizing SPRINT PCS to use such Facilities to deliver traffic that is destined for a facilities-based Competitive Local Exchange Carrier (CLEC), Incumbent Local Exchange Carrier (ILEC), Commercial Mobile Radio Service (CMRS) provider, or Out-of-Exchange Local Exchange Carrier (OELEC).

- 3.3.1 Notwithstanding any other provision of this Agreement, AT&T shall not have dedicated transport obligations over, nor shall it have any obligation to share the cost of, Facilities between the Parties' networks that either cross a LATA boundary, or exceed a distance of 14 miles (or the State's defined local calling area, whichever is greater) from the AT&T Central Office Switch where the Facility connection is established.
- 3.3.2 When a Party uses DS-1 Facilities provided by the other Party (either through self provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver traffic from its network that are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, such Party will reimburse the other Party for a proportionate share of the cost of Facilities. Notwithstanding the foregoing, if SPRINT PCS obtains such Facilities from a Third Party, nothing herein shall obligate AT&T to reimburse SPRINT PCS for those Facilities.
 - 3.3.2.1 AT&T's use of such Facilities is reflected in the Shared Facility Factor listed in the Pricing Schedule (Wireless) and is equal to the amount of Section 251(b)(5) Calls traffic originated on AT&T's network in the State compared to the amount of all traffic exchanged between the Parties in the State.
 - 3.3.2.2 The Party, who is delivering Interconnection traffic originating on its network through Facilities and/or Trunks provided by the other Party, shall pay to the other Party providing such Facilities and/or Trunks its share of the cost of such Facilities and/or Trunks utilizing the Shared Facility Factor set forth in the Pricing Schedule (Wireless), which represents AT&T's share of the cost; provided, however, that either Party may submit to the other Party a traffic study, a reasonable estimate of its traffic with supporting justification for such estimate, and/or other network information in complete and appropriate form (determined in good faith) ("Shared Facility Information") that the Parties will use to negotiate in good faith a different SPRINT PCS-specific Shared Facility Factor. The Shared Facility Information must be SPRINT PCS-specific and relate to SPRINT PCS's network in the State; it shall not be based on industry average data or the data of other Telecommunications Carriers. Once a new Shared Facility Factor has been negotiated, the Parties agree to file an Amendment with the Commission to reflect such factor within thirty (30) Days. Upon filing of the Amendment, if the Shared Facility Information is provided within ninety (90) Days after the date this Agreement was executed by duly authorized representatives of both Parties, then the SPRINT PCS-specific Shared Facility Factor derived using such Shared Facility Information shall be effective as of the Effective Date of this Agreement; otherwise, upon filing of the Amendment, the SPRINT PCS-specific Shared Facility Factor will be effective as of the date the Shared Facility Information was provided in complete and appropriate form (determined in good faith) to the other Party. Any SPRINT PCS-specific Shared Facility Factor that becomes effective during the Initial Term of the Agreement will remain in effect during the Initial Term of the Agreement. After the expiration of the Initial Term hereof, such SPRINT PCS-specific Shared Facility Factor established during the Initial Term shall remain in effect thereafter unless either Party provides new Shared Facility Information to the other Party. In such case, the Parties shall use that new SPRINT PCS-specific Shared Facility Information to renegotiate in good faith a new revised SPRINT PCS-specific Shared Facility Factor. Renegotiation of the SPRINT PCS-

specific Shared Facility Factor shall occur no more frequently than once every twenty-four months.

3.3.3 Each Party reserves the right to refuse or discontinue the use of a shared Facilities arrangement provided by the other Party, the Facilities provided directly by the other Party or via a Third Party. This provision does not negate any obligations either Party may have regarding such Facilities, such as but not limited to, term and notice provisions.

3.3.4 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense.

4. ANCILLARY SERVICES TRAFFIC

4.1 When delivering Ancillary Services traffic to AT&T, SPRINT PCS shall provide Facilities and connections in each LATA dedicated solely for Ancillary Services traffic. Ancillary Service traffic requires a dedicated DS-1 Facility. The connection used must be an Ancillary Services Connection.

4.2 For the provision of 911 and/or E911 Services, SPRINT PCS may provide its own Facilities or purchase Facilities from a Third Party to connect its network with AT&T's 911 Tandem. Alternatively, SPRINT PCS may purchase appropriate Facilities from AT&T's applicable Access Services Tariff.

4.2.1 This Section 4.2.1 applies only in states where Type 2C interfaces are generally available from AT&T. As a further alternative in such states, SPRINT PCS may purchase Facilities employing a Type 2C interface from AT&T at rates found in the special access service section of AT&T's Intrastate Access Services Tariff.

ATTACHMENT 3B
ITR
(Interconnection Trunking Requirements)

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ATTACHMENT 3B CELLULAR/PCS ITR (INTERCONNECTION TRUNKING REQUIREMENTS)

0.0 DEFINITIONS

- 1.1 Capitalized Terms used in this Agreement shall have the respective meanings specified below in, Section 1.x of each Attachment attached hereto, and/or as defined elsewhere in this Agreement.
- 1.2 “**Access Tandem**” means a local exchange carrier switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC end office network and IXC POP’s.
- 1.3 “**Accessible Letters**” are correspondence used to communicate pertinent information regarding AT&T-13STATE to the client/End User community.
- 1.6 “**Ancillary Services**” means optional supplementary services such as directory assistance, N11, operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services) and Switched Access Services. Enhanced 911 (“E911”) is not an Ancillary Service.
- 1.7 “**Ancillary Services Connection**” means a one-way, mobile-to-land Type 1 interface used solely for the transmission and routing of Ancillary Services traffic.
- 1.8 “**Answer Supervision**” means an off-hook supervisory signal sent by the receiving Party’s Central Office Switch to the sending Party’s Central Office Switch on all Completed Calls after address signaling has been completed.
- 1.9 “**Applicable Law**” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including without limitation those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.
- 1.10 “**ASR**” (“Access Service Request”) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.
- 1.11 “**Authorized Services**” means those [insert here one or more of the following: cellular, broadband Personal Communications Services (PCS), covered Specialized Mobile Radio (“SMR”)] services which WSP may lawfully provide pursuant to Applicable Law, including the Act, and that are considered to be CMRS. This Agreement is solely for the exchange of Authorized Services traffic between the Parties.
- 1.12 “**Business Day**” means Monday through Friday, excluding holidays on which AT&T-13STATE does not provision new retail services and products in the State.
- 1.13 “**Cell Site**” means a transmitter/receiver location, operated by a WSP, through which radio links are established between a wireless system and mobile units.
- 1.14 “**Central office switch**” (**Central Office**) is a switching entity within the public switched telecommunications network, including but not limited to:
 - 1.14.1 “**End Office Switch**” or “**End Office**” is a switching machine that directly terminates traffic to and receives traffic from purchasers of local exchange services. An End Office Switch does not include a PBX.
 - 1.14.2 “**Tandem Office Switch**” or “**Tandem(s)**” are used to connect and switch trunk circuits between and among other Central Office Switches. A Tandem Switch does not include a PBX.

- 1.15 “**CLLI**” (“Common Language Location Identifier”) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.
- 1.16 “**CMRS**” (“Commercial Mobile Radio Service”) is as described in the Act and FCC rules.
- 1.17 “**Completed Call**” means a call that is delivered by one Party to the other Party and for which a connection is established after Answer Supervision.
- 1.18 “**Conversation MOU**” means the minutes of use that both Parties’ equipment is used for a Completed Call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.19 “**CPN**” (“Calling Party Number”) means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.
- 1.20 “**DEOT**” means Direct End Office Trunk.
- 1.21 “**Digital Signal Level**” is one of several transmission rates in the time-division multiplex hierarchy.
 - 1.21.1 “**DS-0**” (“Digital Signal Level 0”) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
 - 1.21.2 “**DS-1**” (“Digital Signal Level 1”) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.
- 1.22 “**Disconnect Supervision**” means an on-hook supervisory signal sent at the end of a Completed Call.
- 1.23 “**End User**” means a Third Party subscriber to Telecommunications Services provided by any of the Parties at retail, including a “roaming” user of Carrier’s CMRS and CMRS network. As used herein, the term “End Users” does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.24 “**Equal Access Trunk Group**” means a trunk used solely to deliver Carrier’s customers’ traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.
- 1.25 “**Facility**” means the wire, line, or cable dedicated to the transport of Authorized Services traffic between the Parties’ respective networks.
- 1.26 “**Interconnection**” means interconnection as required by the Act.
- 1.27 “**InterLATA**” is as defined in the Act.
- 1.28 “**InterMTA Traffic**” means traffic to or from WSP’s network that originates in one MTA and terminates in another MTA (as determined by the geographic location of the cell site to which the mobile End User is connected).
- 1.29 “**LERG**” (“Local Exchange Routing Guide”) means a Telcordia Reference Document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and equipment designations.
- 1.30 “**LRN**” (“Location Routing Number”) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.

- 1.31 **“MSC”** (“Mobile Switching Center”) is used by WSP in performing, inter alia, originating and terminating functions for calls to or from WSP’s End Users.
- 1.32 **“Originating Landline to CMRS Switched Access Traffic”** means InterLATA traffic delivered directly from AT&T-13STATE’s originating network to WSP’s network that, at the beginning of the call: (a) originates on AT&T-13STATE’s network in one MTA; and, (b) is delivered to the mobile unit of WSP’s Customer or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T-13STATE shall charge and WSP shall pay AT&T-13STATE the Originating Landline to CMRS Switched Access Traffic rates in Attachment Pricing – Wireless.
- 1.33 **“Paging Traffic”** is traffic to WSP’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to WSP or traffic to AT&T-13STATE’s network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to AT&T-13STATE.
- 1.34 **“Rate Center”** means the specific geographic point and corresponding geographic area defined by the State Commission and local community for the purpose of rating inter- and intra-LATA toll calls.
- 1.35 **“Rating Point”** means the vertical and horizontal (“V&H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as that Routing Point.
- 1.36 **“Routing Point”** is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.
- 1.37 **“Shared Facility Factor”** means the factor used to appropriately allocate cost of 2-way DS1 Interconnection Facilities based on proportionate use of facility between AT&T-13STATE and the WSP.
- 1.38 **“Switched Access Services”** means an offering of access to AT&T-13STATE’s network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to a Switched Access Services tariff.-
- 1.39 **“Telephone Toll Service”** is as defined in the Act.
- 1.40 **“Terminating IntraLATA InterMTA Traffic”** means traffic that, at the beginning of the call: (a) originates on WSP’s network and terminates in the same LATA; (b) is sent from the mobile unit of WSP’s End User connected to WSP’s Cell Site located in one MTA; and, (c) is terminated on AT&T-13STATE’s network in another MTA. For such InterMTA IntraLATA Traffic, AT&T-13STATE shall charge and WSP shall pay AT&T-13STATE the Terminating IntraLATA InterMTA Traffic rates in Attachment Pricing - Wireless.
- 1.41 **“Terminating Switched Access Traffic”** means traffic that, at the beginning of the call: (a) originates on WSP’s network; (b) is sent from the mobile unit of WSP’s End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and one LATA; and, (c) terminates on AT&T-13STATE’s network in another MTA and another LATA (*i.e.*, the traffic is both InterMTA and InterLATA). This traffic must be terminated to AT&T-13STATE as FGD terminating switched access per AT&T-13STATE’s Federal and/or State Access Service tariff.

- 1.42 “**Toll Free Service**” means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.
- 1.43 “**Transit Traffic**” Transit Traffic is traffic originating on Sprint CLEC’s network that is switched and/or transported by AT&T and delivered to a third party’s network (excluding IXC traffic) or traffic originating on a third party’s network that is switched and/or transported by AT&T and delivered to Sprint CLEC’s network (excluding IXC traffic).
- 1.44 “**Trunk(s)**” or “**Trunk Group(s)**” means the switch port interface(s) used and the communications path created to connect WSP’s network with AT&T-13STATE’s network for the purpose of exchanging Authorized Services Section 251(b)(5) Calls for purposes of Interconnection.
- 1.45 “**Trunk Side**” refers to a Central Office Switch interface that offers those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.
- 1.46 “**WSP**” (“Wireless Service Provider”) means the CMRS provider, that is a Party to this Agreement.

1. INTRODUCTION

- 1.1 This Attachment provides descriptions of the trunking requirements between SPRINT PCS and AT&T. The paragraphs herein describe the required and optional Interconnection Trunk Groups for local/intraLATA, IXC trunks, mass calling, 911/E911, Operator Services and Directory Assistance traffic.
- 1.2 AT&T and SPRINT PCS exchange traffic over their networks in connection with SPRINT PCS’s Authorized Services in accordance with the provisions of this Agreement. SPRINT PCS shall deliver all Interconnection traffic destined to terminate on AT&T’s network through Interconnection Trunks obtained pursuant to this Agreement. This Agreement is not intended to allow for the exchange of Paging Traffic between the Parties’ respective networks. If the Parties have Paging Traffic to exchange, a separate interconnection agreement must be negotiated to address that traffic.

2. TRUNKING DESCRIPTIONS

- 2.1 Type 1: Provides a one-way Trunk Side connection between an AT&T end office and SPRINT PCS’s network. Type 1 Trunks will be used solely for the transmission and routing of Ancillary Services traffic.
- 2.2 Type 2A: Provides a Trunk Side connection between an AT&T Tandem Switch and SPRINT PCS’s network. SPRINT PCS to AT&T traffic on such an Interconnection Trunk Group must be destined for an NPA-NXX residing in an AT&T End Office Switch that homes on that AT&T Tandem Switch. Type 2A Trunks can be one-way or two-way except in AT&T CONNECTICUT where Trunk groups must be ordered and provisioned as one-way.
- 2.3 Type 2A Local/Equal Access Combined Trunk Group: Provides a Trunk Side connection between SPRINT PCS’s network and an AT&T-7STATE Access Tandem. Local/Equal Access Trunk Groups carry interexchange access traffic and local traffic. This Trunk Group requires an interface utilizing equal access signaling.

- 2.4 Type 2A Equal Access Trunk Group: Provides a Trunk Side connection between SPRINT PCS's network and an AT&T Access Tandem. Equal Access Trunk Groups carry interexchange access traffic. This Trunk Group requires an interface utilizing equal access signaling.
- 2.4.1 In AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 5-STATE, a separate Type 2A Equal Access Trunk Group is required when AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 5-STATE is not able to record SPRINT PCS-originated traffic to an IXC. SPRINT PCS will also provide to AT&T MIDWEST REGION 5-STATE and AT&T SOUTHWEST REGION 5-STATE, using industry standard data record formats, recordings of all calls (both Completed Calls and attempts) to IXCs from SPRINT PCS's network using Trunks employing a Type 2A connection.
- 2.5 Type 2B: Provides a Trunk Side connection between SPRINT PCS's network and AT&T-12STATE End Office Switch providing the capability to access only subscribers served by that End Office Switch. Type 2B is a one-way mobile-to-land or land-to-mobile trunk group (and two-way, where available) and is available where facilities and equipment permit.
- 2.6 Type 2C: Provides a one-way terminating Trunk Side connection between SPRINT PCS's MSC and AT&T's 911 Tandem equipped to provide access to E911 services.
- 2.7 Type 2D: Provides a direct voice-grade transmission path to a LEC Operator Services System (OSS) switch.
- 2.7.1 Directory Assistance and/or Operator Services traffic may be delivered through a dedicated Trunk Group to an AT&T Operator Services switch.

3. TRUNK REQUIREMENTS

- 3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties switches. SPRINT PCS to AT&T traffic, on such Trunk Groups, that is exchanged pursuant to this Agreement must be restricted to NPA-NXXs residing in AT&T End Office Switches.
- 3.2 Except as described below, only one trunk group shall be provisioned between any AT&T switch and the SPRINT PCS switch.
- 3.2.1 Multiple trunk groups may be provisioned between a AT&T switch and the SPRINT PCS switch, at the discretion of AT&T, and only with the following requirements. For Unique routing the SPRINT PCS shall provide all required routing information including a separate and distinct CLLI code for each trunk group, and specific NPA/NXX routing directions. Duplicate trunk group serving the same function is not acceptable.
- 3.3 SPRINT PCS shall trunk to all AT&T Tandems in each LATA from each MSC where SPRINT PCS desires to exchange local and intraLATA traffic or, in the event SPRINT PCS has no MSC in the LATA, from SPRINT PCS's designated POI(s) within the LATA.
- 3.4 AT&T provided Type 1 interfaces will be as described above. Any non-Trunk Side Message Treatment (TSMT) form of Type 1 interface will be eliminated within ninety (90) Days of the Effective Date.
- 3.5 Direct End Office Trunking (DEOT)
- 3.5.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total end office traffic requires twenty-four (24) or more Trunks or when AT&T-12STATE's End Office Switch is not served by an AT&T-12STATE Tandem Switch in the local exchange area. If the DEOT is designed to overflow, the traffic will be alternately routed to the appropriate AT&T-12STATE Tandem. DEOT's established as direct finals will not overflow from either direction to any alternate route.

3.5.2 Should SPRINT PCS fail to comply with this Section 3.4, **AT&T-12STATE** reserves the right, at its sole discretion, to restrict provisioning of additional trunks at the Tandem.

3.6 **High Volume Call In (HVCI)/Mass Calling (Choke) Trunk Group: AT&T-12STATE**

3.6.1 A dedicated Trunk Group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This Trunk Group shall be one-way outgoing only and shall utilize MF signaling. As the HVCI/Mass Calling Trunk Group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection Trunk Groups. SPRINT PCS will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group. The Parties will not exchange live traffic until successful testing is completed by both Parties.

3.6.1.1 This Trunk Group shall be sized as follows:

<i>Number of End Users</i>	<i>Number of Mass Calling Trunks</i>
<i>0 – 10,000</i>	<i>2</i>
<i>10,001 – 20,000</i>	<i>3</i>
<i>20,001 – 30,000</i>	<i>4</i>
<i>30,001 – 40,000</i>	<i>5</i>
<i>40,001 – 50,000</i>	<i>6</i>
<i>50,001 – 60,000</i>	<i>7</i>
<i>60,001 – 75,000</i>	<i>8</i>
<i>75,000 +</i>	<i>9 maximum</i>

3.6.2 If SPRINT PCS should acquire a HVCI/Mass Calling End User (e.g., a radio station), SPRINT PCS shall notify **AT&T-12STATE** at least sixty (60) Days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the **AT&T-12STATE** HVCI/Mass Calling Serving Office to the SPRINT PCS End User's serving office. SPRINT PCS will have administrative control for the purpose of issuing ASRs on this one-way Trunk Group.

3.6.2.1 If SPRINT PCS finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling End User, the SPRINT PCS may request a meeting to coordinate with **AT&T-12STATE** the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that the SPRINT PCS establishes a new choke NXX, SPRINT PCS must notify **AT&T-12STATE** a minimum of ninety (90) Days prior to deployment of the new HVCI/Mass Calling NXX. **AT&T-12STATE** will perform the necessary translations in its end offices and Tandem(s) and issue ASR's to establish a one-way outgoing SS7 or MF trunk group from the **AT&T-12STATE** Public Response HVCI/Mass Calling Network Access Tandem to the SPRINT PCS's choke serving office.

3.6.3 In **AT&T CONNECTICUT**, where HVCI/Mass Calling NXXs have not been established, the Parties agree to utilize "call gapping" as the method to control high volumes of calls, where technically feasible in the originating switch, to specific high volume End Users or in situations such as those described in Section 28, "Network Maintenance and Management" of the General Terms and Conditions.

3.7 **911/E911**

3.7.1 See Attachment 3c Wireless Emergency Number Services Access (E911) for trunk requirements.

4. TRUNK FORECASTING

- 4.1 SPRINT PCS agrees to provide Trunk forecasts to assist in the planning and provisioning of Interconnection Trunk Groups and Facilities.
- 4.2 SPRINT PCS will provide a Trunk forecast prior to initial implementation, and subsequent forecasts will be provided to AT&T upon request, as often as twice a year. The forecast shall include yearly forecasted Trunk quantities (which include measurements that reflect actual Tandem local Interconnection and InterLATA Trunks, end office local Interconnection Trunks, and Tandem subtending local Interconnection end office equivalent Trunk requirements) for a minimum of three (current plus 2 future) years.
- 4.3 Revised Trunk forecasts will be provided by SPRINT PCS whenever there are significant increases or decreases in trunking demand than reflected in previously submitted forecasts.
- 4.4 Trunk forecasts shall include yearly forecasted Trunk quantities by Tandem and subtending end offices. Identification of each Trunk will be by the “from” and “to” Common Language Location Identifiers (CLLI), as described in Telcordia Technologies documents BR 795-100-100 and BR 795-400-100.
- 4.5 The Parties agree to meet to review each submitted forecast.

5. TRUNK PROVISIONING

- 5.1 SPRINT PCS will be responsible for ordering all Interconnection Trunk Groups.
- 5.2 Orders from SPRINT PCS to AT&T to establish, add, change, or disconnect Trunks shall be submitted using AT&T's applicable ordering system. Two-way Trunk Groups may only be used for the delivery of traffic in both directions.
- 5.3 Orders that comprise a major project that directly impacts the other Party will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among AT&T and SPRINT PCS work groups, including but not limited to the initial establishment of Trunk Groups in an area, designated NPA-NXX relocations, re-homes, facility grooming or major network rearrangements.
- 5.4 Due dates for the installation of Trunk Groups covered by this Attachment shall be based on each of the AT&T's intrastate switched access intervals.

5.5 Trunk Servicing

5.5.1 The Parties will jointly manage the capacity of Trunk Groups. A Trunk Group Service Request (TGSR) will be sent by **AT&T** to notify the SPRINT PCS to establish or make modifications to existing Trunk Groups. SPRINT PCS will issue an ASR to **AT&T**'s Wireless Access Service Center, to begin the provisioning process:

5.5.1.1 Within ten (10) Business Days after receipt of the TGSR or other notification; or

5.5.1.2 At any time as a result of SPRINT PCS's own capacity management assessment.

5.5.2 Upon review of the TGSR, if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion to take place and conclude within twenty (20) Business Days of SPRINT PCS's receipt of the TGSR. At the joint planning discussion, the Parties will resolve and mutually agree to the disposition of the TGSR.

5.5.3 If **AT&T** does not receive an ASR, or if the SPRINT PCS does not respond to the TGSR by scheduling a joint discussion within the twenty (20) Business Day period, **AT&T** will attempt to contact SPRINT PCS to schedule a joint planning discussion. If SPRINT PCS will not agree to meet within an additional five (5) Business Days and present adequate reason for keeping Trunks operational, **AT&T** will issue an ASR to resize the Interconnection Trunks and Facilities.

5.6 Trunk servicing responsibilities for Operator Services trunks used for stand-alone Operator Service or Directory Assistance are the sole responsibility of the SPRINT PCS.

5.7 Utilization

5.7.1 Underutilization of Trunks exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

5.7.1.1 If a Trunk group is under seventy-five percent (75%) of busy hour centum call seconds (ccs) capacity on a monthly average basis for each month of any consecutive three (3) month-period, either Party may request to have the Trunk Group resized, the Trunk Group shall not be left with more than twenty-five percent (25%) excess capacity. Neither Party will unreasonably refuse a request to resize the Trunk Group. In all cases, grade of service objectives shall be maintained.

5.7.1.2 If an alternate final Trunk Group is at seventy-five percent (75%) utilization or greater, a TGSR may be sent to the SPRINT PCS for the final and all subtending high usage Trunk Groups that are contributing a DS1 or greater amount of overflow to the final route.

5.8 Design Blocking Criteria

5.8.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) Day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Medium day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available) for all final Trunk Groups.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Type 2A	1%
Type 2A Equal Access (IXC)	0.5%
Type 2B (Final)	2%
Type 2C (911)	1%

Type 2D (Operator Services (DA/DACC))	1%
Type 1 (Operator Services (0+, 0-))	1%

5.8.2 When Trunks exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) Business Day study period, the Parties shall cooperate to increase the Trunks to the above blocking criteria in a timely manner. The Parties agree that twenty (20) Business Days is the study period duration objective.

6. ROUTING & RATING

- 6.1 Each NPA-NXX must have a single Rating Point and that Rating Point must be associated with a AT&T End Office Switch or other end office switches sub-tending the AT&T Tandem Switch where a Type 2A Trunk Group is located or the End Office Switch where a Type 2B or Type 1 Trunk Group is located; provided however, that the Rating Point may be designated anywhere in the LATA when the Commission so rules in a proceeding binding AT&T. The Rating Point does not have to be the same as the Routing Point.
- 6.2 All terminating traffic delivered by SPRINT PCS to a Tandem Switch destined for publicly dialable NPA-NXXs that do not home on that Tandem Switch is misrouted. AT&T shall provide notice to SPRINT PCS pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, SPRINT PCS shall be given thirty (30) Days to cure such misrouting or such traffic may be blocked.
- 6.3 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG.
- 6.4 For Type 2 Trunk Groups (*i.e.*, Type 2A and Type 2B), SPRINT PCS will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all Code opening information necessary for routing traffic on these Trunk Groups.
- 6.5 AT&T will not route traffic to SPRINT PCS via a Third Party tandem. SPRINT PCS shall not route traffic to AT&T via a Third Party tandem.
- 6.6 If either Party originates Section 251(b)(5) Calls traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier, the terminating Party shall be entitled to charge transport and termination rates as set forth in the Pricing Schedule (Wireless) to the originating Party. Any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party. Notwithstanding any other provision in this Agreement, neither Party is responsible for payment of such transport and termination rates for traffic destined to the other Party when the calling party is the end user of an IXC and not the End User of a Party for the call, or when an IXC delivers traffic directly to the network of the terminating Party and such IXC is subject to terminating access charges imposed by the terminating Party.
- 6.7 SPRINT PCS shall not route over the Interconnection Trunks provided pursuant to this Agreement terminating traffic it receives from or through an IXC that is destined for AT&T's End Office Switches.
- 6.8 SPRINT PCS shall not deliver traffic to AT&T under this Agreement from a non-CMRS Telecommunications Carrier.
- 6.9 All traffic received by AT&T at an End Office Switch from the SPRINT PCS must terminate to that end office. End Offices Switches do not perform Tandem-switching functions.

7. TRUNK DATA EXCHANGE

- 7.1 A Trunk Group utilization report (TIKI) is available upon request. The report is provided in MS-Excel format.

8. TRANSMISSION AND ROUTING OF AND COMPENSATION FOR EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(c)(2)

8.1 This Section 8 provides the terms and conditions for the exchange of traffic between SPRINT PCS's End Users and AT&T's End Users for the transmission and routing of and compensation for switched access traffic.

8.2 IXC Traffic

8.2.1 All traffic between SPRINT PCS and the AT&T Access Tandem or combined local/Access Tandem destined to be routed to, or that has been routed from, an interexchange carrier ("IXC") connected with such AT&T Access Tandem or combined local/Access Tandem shall be transported over an Equal Access Trunk Group. This arrangement requires a separate Trunk Group employing a Type 2 interface when AT&T is not able to record SPRINT PCS-originated traffic to an IXC. SPRINT PCS will also provide to AT&T, using industry standard data record formats, recordings of all calls (both completed calls and attempts) to IXCs from SPRINT PCS's network using Trunks employing a Type 2A interface. This Equal Access Trunk Group will be established for the transmission and routing of all traffic between SPRINT PCS's End Users and IXCs via an AT&T Access Tandem or combined local/Access Tandem. SPRINT PCS is solely financially responsible for the facilities, termination, muxing, trunk ports and any other equipment used to provide such Equal Access Trunk Groups.

8.3 Traffic Subject to Access Charges

8.3.1 Terminating Switched Access Traffic

8.3.1.1 All Terminating Switched Access Traffic is subject to the rates, terms and conditions set forth in AT&T's Federal and/or State Access Service tariffs and payable to AT&T. Terminating Switched Access Traffic must be routed over Switched Access trunks and facilities purchased from AT&T's Federal and/or State Access Service tariffs.

8.3.1.2 Terminating Switched Access traffic shall not be routed at any time over Local Interconnection or Equal Access Interconnection trunks. Notwithstanding any other provision of this Agreement, for all traffic sent over Local Interconnection or Equal Access trunks determined by AT&T to be terminating switched access, based on sample data from AT&T network studies, AT&T is authorized to charge, and SPRINT PCS will pay, the Terminating IntraLATA InterMTA traffic rate stated in the Pricing Schedule – Wireless for such traffic retroactively to the Effective Date of this Agreement (however, the Parties do not waive any rights with regard to exchange of traffic prior to the Effective Date).

8.3.2 Terminating IntraLATA InterMTA Traffic

8.3.2.1 This traffic is routed over the Local Interconnection trunks within the LATA.

8.3.2.2 For the purpose of compensation between AT&T and SPRINT PCS under this Agreement, Terminating IntraLATA InterMTA Traffic is subject to the rate stated in the Pricing Schedule – Wireless. AT&T shall charge and SPRINT PCS shall pay the rate stated in the Pricing Schedule – Wireless for all Terminating IntraLATA InterMTA Traffic terminated to AT&T End Users.

If such traffic cannot be measured on a per MOU basis, a Terminating IntraLATA InterMTA Traffic percentage will be applied.

The percentage shall be applied to the total minutes terminated to AT&T End Users over SPRINT PCS's Local Interconnection trunks. As of the Effective Date

of this Agreement, the percentage is 6%. The Terminating IntraLATA InterMTA percentage shall remain in effect for the initial term of the Agreement. A new calculation of the percentage of Terminating IntraLATA InterMTA Traffic shall occur no more frequently than once every twenty-four (24) months.

8.3.3 Originating Landline to CMRS Switched Access Traffic

8.3.3.1 This traffic is routed over the Local Interconnection trunks.

8.3.3.2 For the purpose of compensation between AT&T and SPRINT PCS under this Section, Originating Landline to CMRS Switched Access Traffic is subject to the Originating Landline to CMRS Switched Access Traffic rates stated in the Pricing Schedule – Wireless. AT&T is authorized to charge and SPRINT PCS shall pay the rates stated in the Pricing Schedule – Wireless on a per MOU basis for all Originating Landline to CMRS Switched Access Traffic from AT&T End User. SPRINT PCS shall not charge and AT&T shall not pay reciprocal compensation for Originating Landline to CMRS Switched Access Traffic.

8.3.3.3 An Originating Landline to CMRS Switched Access traffic percentage will be developed from the Parties' records based on the V & H coordinates of the Cell Site to which the SPRINT PCS's End User's mobile unit is connected at the beginning of the call. These records will be obtained from the SPRINT PCS's databases. The percentage will be based on the following formula:

AT&T originated MOU delivered by AT&T to SPRINT PCS's network that terminate InterMTA divided by all AT&T originated MOU delivered by AT&T to SPRINT PCS's network.

Within thirty (30) Days of the execution of this Agreement, the Parties may retain a mutually acceptable Third Party who shall be allowed to conduct an audit of the Parties' records (to obtain and verify the data necessary for this formula) to be completed within sixty- (60) Days of execution of this Agreement. The Parties shall share the costs of the Third Party audit equally. The Originating Landline to CMRS Switched Access percentage shall remain in effect for the initial term of the Agreement. A new audit to determine the percentage of Originating Landline to CMRS Switched Access traffic shall occur no more frequently than once every twenty-four (24) months. As of the Effective Date of this Agreement, and until such time as the percentage is developed, an interim percentage of 6% will be used.

The percentage shall be applied to the total minutes originated by AT&T's End Users delivered to SPRINT PCS's network over SPRINT PCS's Local Interconnection trunks.

8.4 Both Parties agree to abide by the resolution for OBF Issue 2308-Recording and Signaling Changes Required to Support Billing.

8.5 Transit Traffic Routing

8.5.1 In each LATA in which SPRINT PCS has one or more MSCs and desires to exchange Transit Traffic through AT&T, SPRINT PCS shall trunk from each of its MSCs to all AT&T Tandems in such LATA; or, in the event SPRINT PCS has no MSC in a LATA in which it desires to exchange Transit Traffic through AT&T, SPRINT PCS shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T Tandems in such LATA.

8.5.2 SPRINT PCS shall route Transit Traffic destined to any Third Party Terminating Carrier to the appropriate AT&T Tandem Switch that is subtended by such Third Party Terminating Carrier's switch.

8.5.3 Transit Traffic not routed to the appropriate AT&T Tandem shall be considered misrouted. Transit Traffic routed at or through any AT&T End Office Switch shall be considered misrouted.

8.5.3 Upon written notification from AT&T of misrouting of Transit Traffic by SPRINT PCS as identified above, SPRINT PCS will take appropriate action and correct such misrouting within a reasonably practical period of time no longer than 60 days after receipt of notification of such misrouting.

8.6 Facilities and trunking pursuant to WSP's Interconnection Agreement, referenced in Interconnection Trunking Requirements (Attachment ITR) to the Interconnection Agreement, or as otherwise mutually agreed in writing, will be utilized for the routing of Transit Traffic.

5. Tandem Trunking and Direct Trunking Requirements

5.1. When Transit Traffic between WSP and a Third Party Terminating Carrier (*i.e.*, CLEC, ILEC, CMRS provider or OELEC) through an AT&T-13STATE Tandem requires twenty-four (24) or more Trunks, upon AT&T-13STATE's written request, WSP shall establish a direct Trunk Group or alternate transit arrangement between itself and such Third Party Terminating Carrier within sixty (60) calendar days. WSP shall route Transit Traffic via AT&T-13STATE's Tandem Switches, and not at or through any AT&T 13-STATE End Offices. Once this Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-13STATE Tandem as provided above, to the Third Party Terminating Carrier, unless the Parties mutually agree otherwise.

**ATTACHMENT 3C
CELLULAR/PCS
EMERGENCY SERVICE ACCESS (E9-1-1)**

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CELLULAR/PCS EMERGENCY SERVICE ACCESS (E9-1-1)

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions for 911 Service Access provided by the applicable AT&T Inc. (AT&T) owned Incumbent Local Exchange ~~CarrierSprint PCS~~ (ILEC) to ~~Wireless CarrierSprint PCSs~~ for access to the applicable AT&T-owned ILEC's 911 and E911 Databases, and interconnection to an AT&T-owned ILEC's 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 Wireless E911 Service Access is a service which enables ~~CarrierSprint PCS~~'s use of AT&T 911 network service elements which AT&T uses in the provision of E911 Universal Emergency Number/ 911 Telecommunications Services, where AT&T is the 911 service provider. E911 Authority purchases Universal Emergency Number/911 Telecommunications Service from AT&T. Wireless E911 Service Access makes available to ~~CarrierSprint PCS~~ only the service configuration purchased by the E911 Authority from AT&T. AT&T shall provide Wireless E911 Service Access to ~~CarrierSprint PCS~~ as described in this Attachment, in each area in which (i) ~~CarrierSprint PCS~~ is authorized to provide CMRS and (ii) AT&T is the 911 service provider. The Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of CMRS make available to their end users certain E9-1-1 services, and has established clear and certain deadlines and by which said service must be available. Wireless E911 Service Access is compatible with ~~CarrierSprint PCS~~'s Phase I and Phase II E911 obligations.
- 1.3 **AT&T Inc. (AT&T)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin.
- 1.4 **AT&T-2STATE** - As used herein, **AT&T-2STATE** means **AT&T CALIFORNIA** and **AT&T NEVADA**, the applicable AT&T-owned ILEC(s) doing business in California and Nevada.
- 1.5 **AT&T** - As used herein, **AT&T** means **AT&T SOUTHWEST REGION 5-STATE**, **AT&T MIDWEST REGION 5-STATE**, **AT&T-2STATE** and **AT&T CONNECTICUT** the applicable AT&T-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.
- 1.6 **AT&T CALIFORNIA** – As used herein, **AT&T CALIFORNIA** means Pacific Bell Telephone Company d/b/a AT&T California, the applicable AT&T-owned ILEC doing business in California.
- 1.7 **AT&T CONNECTICUT** - As used herein, **AT&T CONNECTICUT** means The Southern New England Telephone Company d/b/a AT&T Connecticut, the applicable above listed ILEC doing business in Connecticut.
- 1.8 **AT&T MIDWEST REGION 5-STATE** - As used herein, **AT&T MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio, and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, the applicable AT&T-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio and Wisconsin.

- 1.9 **AT&T NEVADA** - As used herein, **AT&T NEVADA** means Nevada Bell Telephone Company d/b/a AT&T Nevada, the applicable AT&T-owned ILEC doing business in Nevada.
- 1.10 **AT&T SOUTHWEST REGION 5-STATE** - As used herein, **AT&T SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.11 The prices at which **AT&T** agrees to provide **CarrierSprint PCS** with E911 Service Access is contained in the applicable Pricing Schedule and/or the applicable State Access Services tariff where stated.

2. DEFINITIONS

- 2.1 **“911 System”** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **“911 Call(s)”** means a call made by an **CarrierSprint PCS**’s Wireless End User by dialing “911” (and, as necessary, pressing the “Send” or analogous transmitting button) on a Wireless Handset.
- 2.3 **“Alternate PSAP”** means a Public Safety Answering Point (PSAP) designated to receive calls when the primary PSAP is unable to do so.
- 2.4 **“Automatic Location Identification”** or **“ALI”** means the necessary location data stored in the 911 Selective Routing/ALI Database, which is sufficient to identify the tower and/or face from which a wireless call originates.
- 2.5 **“Automatic Location Identification Database”** or **“ALI Database”** means the emergency service (E911) database containing caller information. Caller information may include, but is not limited to, the **CarrierSprint PCS** name, Call Back Number, and Cell Site/Sector Information.
- 2.6 **“Automatic Number Identification”** or **“ANI”** means a signaling parameter that refers to the number transmitted through a network identifying a pANI. With respect to 911 and E911, “ANI” means a feature by which the pANI is automatically forwarded to the 911 Selective Routing Switch and to the PSAP’s Customer Premise Equipment (CPE) for display.
- 2.7 **“Call Back Number”** means the Mobile Identification Number (MIN) or Mobile Directory Number (MDN), whichever is applicable, of **a CarrierSprint PCS**’s Wireless End User who has made a 911 Call, which may be used by the PSAP to call back **the CarrierSprint PCS**’s Wireless End User if a 911 Call is disconnected, to the extent that it is a valid, dialable number.
- 2.8 **“Call Path Associated Signaling”** or **“CAS”** means a wireless 9-1-1 solution set that utilizes the voice transmission path to also deliver the Mobile Directory Number (MDN) and the caller’s location to the PSAP.
- 2.9 **“Centralized Automatic Message Accounting (CAMA) Trunk”** means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from **the CarrierSprint PCS**’s switch to an **AT&T** E911 Selective Router.
- 2.10 **“Cell Sector”** means a geographic area defined by **CarrierSprint PCS** (according to **CarrierSprint PCS**’s own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.
- 2.11 **“Cell Sector Identifier”** means the unique alpha or alpha-numeric designation given to a Cell Sector that identifies that Cell Sector.
- 2.12 **“Cell Site/Sector Information”** means information that indicates to the receiver of the information the Cell Site location receiving a 911 Call made by a **CarrierSprint PCS**’s Wireless End User, and which may also include additional information regarding a Cell Sector.

- 2.13 **“Common Channel Signaling/Signaling System 7 Trunk”** or **“CCS/SS7 Trunk or SS7 Signaling”** means a trunk that uses Integrated Services Digital Network User Part (ISUP) signaling to transmit ANI from CarrierSprint PCS’s switch to an AT&T 911 Selective Routing Tandem.
- 2.14 **“Company Identifier”** or **“Company ID”** means a three to five (3 to 5) character identifier chosen by the CarrierSprint PCS that distinguishes the entity providing dial tone to the End User. The Company ID is maintained by NENA in a nationally accessible database.
- 2.15 **“Database Management System”** or **“DBMS”** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or ALI for 911 systems.
- 2.16 **“Designated PSAP”** means the PSAP designated to receive a 911 Call based upon the geographic location of the Cell Site. A “Default PSAP” is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP. The “Alternate PSAP” is the PSAP that may receive a 911 Call in the event the Designated PSAP is unable to receive the 911 call.
- 2.17 **“E911 Authority”** means a municipality or other State or Local government unit, or an authorized agent of one or more municipalities or other State or Local government units to whom authority has been lawfully as the administrative entity to manage a public emergency telephone system for emergency police, fire, and emergency medical services through the use of one telephone number, 911.
- 2.18 **“E911 Service”** means the functionality to route wireless 911 calls and the associated caller and/or location data of the wireless end user to the appropriate Public Safety Answering Point.
- 2.19 **“E911 Trunk”** means one-way terminating circuits which provide a trunk-side connection between CarrierSprint PCS’s MSC and AT&T 911 Tandem equipped to provide access to 911 services as technically defined in Telcordia Technical Reference GR145-CORE.
- 2.20 **“E911 Universal Emergency Number Service”** (also referred to as “Expanded 911 Service” or “Enhanced 911 Service”) or **“E911 Service”** means a telephone exchange communications service whereby a PSAP answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunks and includes ANI, ALI, and/or Selective Routing (SR).
- 2.21 **“Emergency Services”** means police, fire, ambulance, rescue, and medical services.
- 2.22 **“Emergency Service Routing Digits”** or **“ESRD”** is a digit string that uniquely identifies a base station, Cell Site, or sector that may be used to route emergency calls through the network in other than an NCAS environment.
- 2.23 **“Emergency Service Routing Key”** or **“ESRK”** is a 10 digit routable, but not necessarily dialable, number that is used not only for routing but also as a correlator, or key, for the mating of data that is provided to the PSAP (a.k.a. 911 Center) by different paths, such as via the voice path and ALI data path in an NCAS environment.
- 2.24 **“Hybrid CAS”** means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and Mobile Directory Number (MDN) to the PSAP and a separate transmission path to deliver the callers location information to the PSAP.
- 2.25 **“Meet Point”** means the demarcation between the AT&T network and the CarrierSprint PCS network.
- 2.26 **“Mobile Directory Number”** or **“MDN”** means a 10-digit dialable directory number used to call a Wireless Handset.

- 2.27 “**Mobile Identification Number**” or “**MIN**” means a 10-digit number assigned to and stored in a Wireless Handset.
- 2.28 “**National Emergency Number Association**” or “**NENA**” means the not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.29 “**Non-Call path Associated Signaling**” or “**NCAS**” means a wireless 9-1-1 solution set that utilizes one transmission path to deliver the voice and a separate transmission path to deliver the Mobile Directory Number and the caller’s location to the PSAP.
- 2.30 “**Phase I**” - as defined in CC Docket 94-102. Phase I data includes the Call Back Number and the associated 911 ALI.
- 2.31 “**Phase II**” - as defined in CC Docket 94-102. Phase II data includes XY coordinates, confidence factor and certainty.
- 2.32 “**Public Safety Answering Point**” or “**PSAP**” means an answering location for 911 calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.33 “**Pseudo Automatic Number Identification (pANI)**” is a 10-digit telephone number used to support routing of wireless 911 calls. It is used to identify the Cell Site and/or cell sector from which the call originates, and is used to link the ALI record with the caller’s MDN.
- 2.34 “**Selective Routing**” or “**SR**” means an E911 feature that routes an E911 call from a 911 Selective Routing Switch to the Designated or Primary PSAP based upon the pANI associated with the originating Cell Site and/or Cell Sector.
- 2.35 “**Service Provider**” means an entity that provides one or more of the following 911 elements; network, database, or CPE.
- 2.36 “**Shell Record**” means a partial ALI record which requires a dynamic update of the ESRK, Call Back Number, Cell Site and Sector Information for a Phase I deployment, and XY location data for a Phase II deployment. The dynamic update requires input from ~~the wireless carrier~~Sprint PCS’s network prior to updating the ALI record and forwarding to the appropriate PSAP.
- 2.37 “**Wireless Handset**” means the wireless equipment used by a wireless end user to originate wireless calls or to receive wireless calls.

3. **AT&T RESPONSIBILITIES**

- 3.1 **AT&T** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 Services set forth herein when **AT&T** is the 911 service provider. **AT&T** shall provide 911 Service to ~~Carrier~~Sprint PCS in areas where ~~Carrier~~Sprint PCS is licensed to provide service and **AT&T** provides the 911 System component. In such situations, **AT&T** shall provide ~~Carrier~~Sprint PCS access to the **AT&T** 911 System as described in this section.
- 3.2 Call Routing
- 3.2.1 **AT&T** will route 911 calls from the **AT&T** SR to the designated Primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP. Alternate PSAPs not subscribing to the appropriate wireless service shall not receive all features associated with the primary wireless PSAP.

3.2.2 When routing a 911 call and where AT&T is the ALI Database Provider, in a Phase I application, AT&T will forward the Phase I data as provided by ~~the Carrier~~Sprint PCS and in a Phase II application, AT&T will forward the Phase I and Phase II data as provided by ~~the Carrier~~Sprint PCS.

3.3 Facilities and Trunking

3.3.1 AT&T shall provide and maintain sufficient dedicated E911 trunks from AT&T's SR's to the PSAP of the E911 Customer, according to provisions of the applicable State Commission approved tariff and documented specifications of the E911 Authority.

3.3.2 After receiving ~~Carrier~~Sprint PCS's order, AT&T will provide, and ~~Carrier~~Sprint PCS agrees to pay for, transport facilities required for 911 trunk termination. Except as provided in Section 8.1, transport facilities shall be governed by the applicable AT&T Access Services tariff. Additionally, when ~~Carrier~~Sprint PCS requests diverse facilities, AT&T will provide such diversity where technically feasible, at standard tariff rates.

3.3.3 AT&T and ~~Carrier~~Sprint PCS will cooperate to promptly test all trunks and facilities between ~~Carrier~~Sprint PCS's network and the AT&T SR(s).

3.3.4 AT&T will be responsible for the coordination and restoration of all 911 network maintenance problems to ~~Carrier~~Sprint PCS's facility Meet Point.

3.4 Database

3.4.1 Where AT&T manages the 911 and E911 Databases and ~~Carrier~~Sprint PCS deploys a CAS or Hybrid-CAS Solution utilizing AT&T E911 DBMS:

3.4.1.1 AT&T shall store ~~the Carrier~~Sprint PCS's ALI records in the electronic data processing database for the E911 DBMS.

3.4.1.2 AT&T shall coordinate access to the AT&T E911 DBMS for the initial loading and updating of ~~Carrier~~Sprint PCS ALI records.

3.4.1.3 AT&T's ALI database shall accept electronically transmitted files that are based upon NENA standards.

3.4.2 Where AT&T manages the 911 and E911 Databases, and ~~Carrier~~Sprint PCS deploys an NCAS solution:

3.4.2.1 ~~Carrier~~Sprint PCS's designated third-party provider shall perform the above database functions.

3.4.2.2 AT&T will provide a copy of the static MSAG received from the appropriate E911 Authority, to be utilized for the development of Shell ALI Records.

4. CARRIERSPRINT PCS RESPONSIBILITIES

4.1 Call Routing

4.1.1 Where AT&T is the 911 System Service Provider, ~~Carrier~~Sprint PCS will route 911 calls from ~~Carrier~~Sprint PCS's MSC to the AT&T SR office of the 911 system.

4.1.2 Depending upon the network service configuration, ~~Carrier~~Sprint PCS will forward the ESRD and the MDN of the party calling 911 or the ESRK associated with the specific Cell Site and sector to the AT&T 911 SR.

4.2 Facilities and Trunking

4.2.1 Where specified by the E911 Authority, ~~Carrier~~Sprint PCS shall provide or order from AT&T, transport and trunk termination to each AT&T 911 SR that serves the areas in which ~~Carrier~~Sprint PCS is licensed to and will provide CMRS service.

- 4.2.2 CarrierSprint PCS shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the CarrierSprint PCS's MSC and the AT&T SR.
- 4.2.3 CarrierSprint PCS is responsible for determining the proper quantity of trunks and transport facilities from CarrierSprint PCS's MSC to interconnect with the AT&T 911 SR.
- 4.2.4 CarrierSprint PCS acknowledges that its End Users in a single local calling scope may be served by different SRs and CarrierSprint PCS shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.
- 4.2.5 CarrierSprint PCS shall provide a minimum of two (2) one-way outgoing trunk(s) dedicated for originating 911 Emergency Service calls from the CarrierSprint PCS's MSC to each AT&T 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable PSAP, the Parties agree to implement CCS/SS7 trunks rather than CAMA (MF) trunks.
- 4.2.6 CarrierSprint PCS is responsible for appropriate diverse facilities if required by applicable State Commission rules and regulations or if required by other governmental, municipal, or regulatory authority with jurisdiction over 911 services.
- 4.2.7 CarrierSprint PCS shall engineer its 911 trunks to maintain a minimum P.01 grade of service as specified by NENA standards.
- 4.2.8 In order to implement Phase II E911 Service, CarrierSprint PCS is responsible for ordering a 56K or 64K frame relay or fractional T-1 circuit ("Data Circuit") from CarrierSprint PCS's MSC to the appropriate AT&T ALI server where AT&T is the designated ALI Database Provider. Such Data Circuit may be ordered from AT&T affiliate or vendor of CarrierSprint PCS's choice.
- 4.2.9 CarrierSprint PCS shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If CarrierSprint PCS's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, CarrierSprint PCS shall request additional circuits from AT&T.
- 4.2.10 CarrierSprint PCS will cooperate with AT&T to promptly test all 911 trunks and facilities between CarrierSprint PCS's network and the AT&T 911 Selective Router(s) to assure proper functioning of 911 service. CarrierSprint PCS agrees that it will not pass live 911 traffic until both parties complete successful testing.
- 4.2.11 CarrierSprint PCS is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to CarrierSprint PCS's facility Meet Point. CarrierSprint PCS is responsible for advising AT&T of the circuit identification and the fact that the circuit is a 911 circuit when notifying AT&T of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T will refer network trouble to CarrierSprint PCS if no defect is found in AT&T's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 Database
- 4.3.1 Where AT&T is the 911 System Service Provider, and CarrierSprint PCS deploys a CAS or Hybrid CAS Solution utilizing AT&T 911 DBMS:
- 4.3.1.1 CarrierSprint PCS or its representatives shall be responsible for providing CarrierSprint PCS's ALI Records to AT&T, for inclusion in AT&T's DBMS on a timely basis, once E911 trunking has been established and tested between CarrierSprint PCS's MSC and all appropriate SRs.

4.3.1.2 CarrierSprint PCS or its agent shall provide initial and ongoing updates of CarrierSprint PCS's ALI Records that are in electronic format based upon established NENA standards.

4.3.1.3 CarrierSprint PCS shall adopt use of a Company ID on all CarrierSprint PCS ALI Records in accordance with NENA standards. The Company ID is used to identify the CarrierSprint PCS of record in facility configurations.

4.3.1.4 CarrierSprint PCS is responsible for providing updates to AT&T 911 DBMS; in addition, CarrierSprint PCS is responsible for correcting any errors that may occur during the entry of their data as reflected on the status and error report.

4.3.2 Where AT&T is the 911 System Service Provider, and CarrierSprint PCS deploys an NCAS solution:

4.3.2.1 CarrierSprint PCS's designated third-party provider shall perform the above database functions.

4.3.2.2 CarrierSprint PCS's designated third party shall be responsible for ensuring CarrierSprint PCS's Shell Records for ALI are submitted to AT&T, for inclusion in AT&T's 911 DBMS, on a timely basis, once E911 trunking has been established and tested between CarrierSprint PCS's MSC and all appropriate SRs.

4.3.2.3 CarrierSprint PCS's third-party provider shall provide initial and ongoing updates of CarrierSprint PCS's Shell Records for ALI that are in electronic format based upon established NENA standards.

4.4 Other

4.4.1 CarrierSprint PCS is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the wireless service provider and/or End Users by any municipality or other governmental entity within whose boundaries the CarrierSprint PCS provides CMRS.

4.4.2 In the event that there is a valid E911 Phase II PSAP request, CarrierSprint PCS shall notify AT&T Industry Markets 911 Account Manager at least five (5) months prior to CarrierSprint PCS's proposed Phase II implementation state.

5. **RESPONSIBILITIES OF BOTH PARTIES**

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the CarrierSprint PCS's MSC to the designated AT&T 911 Selective Router(s).

6. **METHODS AND PRACTICES**

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable State Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of AT&T's applicable Commission ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. **CONTINGENCY**

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and interconnection to an AT&T-owned ILEC 911 Selective Router for the purpose of Call Routing of 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

- 7.2 The Parties agree that the E911 Service is provided for the use of the E911 Authority, and recognize the authority of the E911 Authority to establish service specifications and grant final approval (or denial) of service configurations offered by **AT&T** and **CarrierSprint PCS**.

8. BASIS OF COMPENSATION

- 8.1 **CarrierSprint PCS** shall compensate **AT&T** for the elements described in the Pricing Exhibit at the rates set forth in the Pricing Exhibit on a going forward basis. There shall be no true up or price adjustments for process charged for wireless 911 implementations accomplished via prior agreement or tariff prior to the effective date of this Attachment. The prices shall be considered interim in the States of Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, and Texas until a tariff in the State in question has become effective for such elements. In addition, the Parties acknowledge that the interim rates set forth in the Attachment are based on the pricing methodology set forth in the *Letter from Thomas J. Sugrue, Chief Wireless Telecommunications Bureau, FCC to Marlys R. Davis, E-911 Program Manager, King County E-911 Program Office, dated May 7, 2001* ("King County Letter" and affirmed in *The Order on Reconsideration In the matter of Revision of the Commission's Rules To Ensure Compatibility with Enhanced 911 Emergency Calling Systems Request of King County, Washington* (FCC 02-146). In the event that the final pricing methodology that is adopted in a particular State differs from the *King County Letter* methodology, the Parties agree to true up or true down the rates charged and amounts paid back to September 1, 2002. Except as set forth above, in the event **AT&T** files a new or revised tariff after the effective date of this Attachment ("New Tariff") containing rates for one or more of the elements described in the Pricing Exhibit that vary from rates contained in a prior approved tariff or the rates specified in the Pricing Exhibit, or if such New Tariff contains additional or different elements, when the rates or elements in the New Tariff become effective, such rates or elements shall apply to the corresponding elements on a going forward basis from the date the rates in the New Tariff become effective. Finally, the failure of the Pricing Exhibit to list charges for the Data Circuit does not negate any such charges for the Data Circuit, should **CarrierSprint PCS** elect to purchase such circuit from an **AT&T** affiliate.
- 8.2 Charges for E911 Service shall begin once the trunks and facilities are installed and successfully tested between **CarrierSprint PCS**'s network and **AT&T** SR(s).

9. LIABILITY

- 9.1 **AT&T**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. **AT&T** shall not be liable to **CarrierSprint PCS**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AT&T** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **CarrierSprint PCS** until service is restored.
- 9.2 **CarrierSprint PCS**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Attachment. In the event **CarrierSprint PCS** provides E911 Service to **AT&T**, **CarrierSprint PCS** shall not be liable to **AT&T**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **CarrierSprint PCS** has been notified and has had reasonable time to repair,

shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AT&T** until service is restored.

- 9.3 **CarrierSprint PCS** agrees to release, indemnify, defend and hold harmless **AT&T** from any and all Loss arising out of **AT&T**'s provision of E911 Service hereunder or out of **CarrierSprint PCS**'s End Users' use of the E911 Service, whether suffered, made, instituted or asserted by **CarrierSprint PCS**, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by **CarrierSprint PCS**, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **AT&T**.
- 9.4 **CarrierSprint PCS** also agrees to release, indemnify, defend and hold harmless **AT&T** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **AT&T**.

10. MUTUALITY

- 10.1 **CarrierSprint PCS** agrees that to the extent it offers the type of services covered by this Attachment to any company, that should **AT&T** request such services, **CarrierSprint PCS** will provide such services to **AT&T** under terms and conditions comparable to the terms and conditions contained in this Attachment.

PRICING EXHIBIT

1. **AT&T-2STATE CELLULAR/PCS E9-1-1:**

1.1 **CALIFORNIA**

Trunk Charge per Trunk:

Monthly	\$26.00
Non-Recurring	\$741.00

Facility rates can be found in the State Special Access Tariff.

1.2 **AT&T NEVADA**

Trunk Charge Per Trunk:

Monthly Recurring:	\$8.00
Non-Recurring	\$175.07

Facility rates can be found in the State Special Access Tariff.

2. AT&T MIDWEST REGION 5-STATE CELLULAR/PCS E9-1-1:

2.1 ILLINOIS

Trunk Charge per Trunk:

Monthly	\$19.99
Non-Recurring	\$610.45

Facility rates can be found in the State Special Access Tariff.

2.2 INDIANA

Trunk Charge per Trunk:

Monthly	\$26.64
Non-Recurring	\$770.97

Facility rates can be found in the State Special Access Tariff.

2.3 MICHIGAN

Trunk Charge per Trunk:

Monthly	\$19.81
Non-Recurring	\$496.18

Facility rates can be found in the State Special Access Tariff.

2.4 OHIO

Trunk Charge per Trunk:

Monthly	\$28.72
Non-Recurring	\$436.62

Facility rates can be found in the State Special Access Tariff.

2.5 WISCONSIN

Trunk Charge per Trunk:

Monthly	\$26.29
Non-Recurring	\$737.59

Facility rates can be found in the State Special Access Tariff.

3. AT&T SOUTHWEST REGION 5-STATE CELLULAR E9-1-1:

3.1 ARKANSAS

Trunk Charge per Trunk:

Monthly	\$22.86
Non-Recurring	\$312.00

Facility rates can be found in the State Special Access Tariff.

3.2 KANSAS

Trunk Charge per Trunk:

Monthly	\$22.86
Non-Recurring	\$312.00

Facility rates can be found in the State Special Access Tariff.

3.3 MISSOURI

Trunk Charge per Trunk:

Monthly	\$58.00
Non-Recurring	\$170.00

Facility rates can be found in the State Special Access Tariff.

3.4 OKLAHOMA

Trunk Charge per Trunk:

Monthly	\$33.22
Non-Recurring	\$110.00

Facility rates can be found in the State Special Access Tariff.

3.5 TEXAS

Trunk Charge per Trunk:

Monthly	\$39.00
Non-Recurring	\$165.00

Facility rates can be found in the State Special Access Tariff.

4. AT&T CONNECTICUT CELLULAR/PCS E9-1-1:

Trunk Charge per Trunk:

Monthly	\$14.39
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Non-Recurring	\$0.00
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Facility rates can be found in the State Special Access Tariff.

ATTACHMENT 3d

CLEC 911

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ATTACHMENT3D CLEC 911

1. INTRODUCTION

- 1.1 This Attachment sets forth terms and conditions by which the applicable AT&T Inc. (AT&T)-owned Incumbent Local Exchange Carrier (ILEC) will provide [Sprint](#) CLEC with access to the applicable AT&T-owned ILEC's 911 and E911 Databases and provide interconnection and Call Routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.
- 1.2 The Parties acknowledge and agree that **AT&T** can only provide E911 Service in territory where an **AT&T** is the E911 network provider, and then only that E911 service configuration as purchased by the E911 Customer or PSAP. **AT&T**'s E911 Selective Routers and E911 Database Management System are by mutual agreement being provided on an "as is" basis.
- 1.3 For CLECs with their own switches, **AT&T** shall provide access to its E911 Selective Routers as described herein only where the PSAP and/or E911 Customer served by the E911 Selective Routers has approved CLEC to carry E911 Emergency Services calls, which approval is subject to being revoked, conditioned, or modified by the PSAP and/or E911 Customer at any time.

2. DEFINITIONS

- 2.1 **"911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide 911 service.
- 2.2 **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from [Sprint](#) CLEC's End Office to the E911 system.
- 2.3 **"Automatic Location Identification"** or **"ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.
- 2.4 **"Automatic Number Identification"** or **"ANI"** means the telephone number associated with the access line from which a call to 911 originates.
- 2.5 **"Company Identifier"** or **"Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.
- 2.6 **"Database Management System"** or **"DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.
- 2.7 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.
- 2.8 **"E911 Universal Emergency Number Service"** (also referred to as **"Expanded 911 Service"** or **"Enhanced 911 Service"**) or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.
- 2.9 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

- 2.10 “**Emergency Service Number**” or “**ESN**” means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 2.11 “**National Emergency Number Association**” or “**NENA**” means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number”. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.12 “**Public Safety Answering Point**” or “**PSAP**” means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 2.13 “**Selective Routing**” and “**Selective Router**” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. **AT&T RESPONSIBILITIES**

- 3.1 **AT&T** shall provide and maintain such equipment at the 911 Selective Router and the DBMS as is necessary to provide Sprint CLEC E911 Emergency Services at parity with that of **AT&T** retail end users. **AT&T** shall provide Sprint CLEC access to the **AT&T** 911 System as described in this section.
- 3.2 Call Routing
- 3.2.1 **AT&T** will route 911 calls from the **AT&T** Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.
- 3.2.2 **AT&T** will forward the calling party number (ANI) it receives from Sprint CLEC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by Sprint CLEC, **AT&T** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the Sprint CLEC, but no ALI record is found in the E911 DBMS, **AT&T** will report this “No Record Found” condition to ~~the~~ Sprint CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
- 3.3.1 **AT&T** shall provide and maintain sufficient dedicated E911 trunks from **AT&T**’s Selective Router to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.
- 3.3.2 **AT&T** will provide facilities to interconnect ~~the~~ Sprint CLEC to the **AT&T** Selective Router, as specified in the applicable **AT&T** Special Access tariff. Additionally, when diverse facilities are requested by Sprint CLEC, **AT&T** will provide such diversity where technically feasible, at standard **AT&T** Special Access Tariff rates.
- 3.4 Database
- 3.4.1 Where **AT&T** manages the E911 Database, **AT&T** shall provide Sprint CLEC access to the E911 Database to store Sprint CLEC’s End User 911 Records [that is, the name, address, and associated telephone number(s) for each of Sprint CLEC’s End Users. Sprint

CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

- 3.4.2 Where **AT&T** manages the E911 Database, **AT&T** shall coordinate access to the **AT&T** DBMS for the initial loading and updating of Sprint CLEC End User 911 Records.
- 3.4.3 Where **AT&T** manages the E911 Database, **AT&T**'s E911 Database shall accept electronically transmitted files that are based upon NENA standards. Manual (i.e. facsimile) entry shall be utilized only in the event that the DBMS is not functioning properly.

4. **SPRINT** CLEC RESPONSIBILITIES

4.1 Call Routing (for CLECs with their own switches)

- 4.1.1 Sprint CLEC will transport 911 calls from each point of interconnection (POI) to the **AT&T** Selective Router location.
- 4.1.2 Sprint CLEC will forward the ANI information of the party calling 911 to the **AT&T** 911 Selective Router.

4.2 Facilities and Trunking (for CLECs with their own switches)

- 4.2.1 Sprint CLEC shall provide interconnection with each **AT&T** 911 Selective Router that serves the exchange areas in which Sprint CLEC is authorized to and will provide telephone exchange service.
- 4.2.2 Sprint CLEC acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and Sprint CLEC shall be responsible for providing interconnection facilities to route 911 calls from its End Users to the proper E911 Selective Router.
- 4.2.3 Sprint CLEC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to interconnect to each **AT&T** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
 - 4.2.3.1 Sprint CLEC is responsible for providing a separate E911 trunk group for each county or other geographic area that ~~the~~ Sprint CLEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic must be transmitted over a separate trunk group specific to the underlying technology. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.
- 4.2.4 Sprint CLEC shall maintain facility transport capacity sufficient to route 911 traffic over trunks dedicated for 911 interconnection between the Sprint CLEC switch and the **AT&T** Selective Router.
- 4.2.5 Sprint CLEC shall provide sufficient trunking to route Sprint CLEC's originating 911 calls to the designated **AT&T** 911 Selective Router.
- 4.2.6 A diverse (i.e. separate) 911 Trunk is recommended and may be required by the E911 Customer. If required by the E911 Customer, diverse 911 Trunks shall be ordered in the same fashion as the primary 911 Trunks. Sprint CLEC is responsible for initiating trunking and facility orders for diverse routes for 911 interconnection.
- 4.2.7 Sprint CLEC is responsible for determining the proper quantity of trunks and transport facilities from its switch(es) to interconnect with the **AT&T** 911 Selective Router.

- 4.2.8 Sprint CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law.
- 4.2.9 Sprint CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If Sprint CLEC's traffic study indicates that additional 911 trunks are needed to meet the current level of 911 call volumes, Sprint CLEC shall provision additional 911 trunks for interconnection with AT&T.
- 4.2.10 Sprint CLEC is responsible for the isolation, coordination and restoration of all 911 facility and trunking maintenance problems from Sprint CLEC's demarcation (for example, collocation) to the AT&T 911 Selective Router(s). Sprint CLEC is responsible for advising AT&T of the 911 trunk identification and the fact that the trunks are dedicated for 911 traffic when notifying AT&T of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. AT&T will refer network trouble to Sprint CLEC if no defect is found in AT&T's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.
- 4.3 Database (applicable to all CLECs)
 - 4.3.1 Once the 911 interconnection between Sprint CLEC and all appropriate AT&T Selective Router(s) has been established and tested, Sprint CLEC or its representatives shall be responsible for providing Sprint CLEC's End User 911 Records to AT&T for inclusion in AT&T's DBMS on a timely basis.
 - 4.3.2 Sprint CLEC or its agent shall provide initial and ongoing updates of Sprint CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.
 - 4.3.3 Sprint CLEC shall adopt use of a Company ID on all Sprint CLEC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.
 - 4.3.4 Sprint CLEC is responsible for providing AT&T updates to the E911 database; in addition, Sprint CLEC is responsible for correcting any errors that may occur during the entry of their data to the AT&T 911 DBMS.

5. RESPONSIBILITIES OF BOTH PARTIES

- 5.1 For CLECs with their own switch(es), both parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating E911 calls from the CLEC's POI to the designated AT&T 911 Selective Router(s).
 - 5.1.1 AT&T and Sprint CLEC will cooperate to promptly test all trunks and facilities between Sprint CLEC's network and the AT&T Selective Router(s). Sprint CLEC agrees that it will not pass live traffic until successful testing is completed by both Parties.
- 5.2 911 Surcharge Remittance to PSAP
 - 5.2.1 For CLECs with their own switch(es), the Parties agree that:
 - 5.2.1.1 AT&T is not responsible for collecting and remitting applicable 911 surcharges or fees directly to municipalities or government entities where such surcharges or fees are assessed by said municipality or government entity, and
 - 5.2.1.2 AT&T is not responsible for providing the 911 Customer detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

5.2.2 For CLEC Resellers, except where state law requires the ILEC to serve as a clearinghouse between Resellers and PSAPs, the Parties agree that:

5.2.2.1 [Sprint](#) CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate PSAP or other governmental authority responsible for collection of such fees and surcharges.

5.2.2.2 [AT&T](#) shall include [Sprint CLEC](#) Reseller ~~CLEC~~ information when providing the 911 Customer with detailed monthly listings of the actual number of access lines, or breakdowns between the types of access lines (e.g., residential, business, payphone, Centrex, PBX, and exempt lines).

6. METHODS AND PRACTICES

6.1 With respect to all matters covered by this Attachment, each Party will comply with all of the following to the extent that they apply to access to 911 and E911 Databases: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of [AT&T](#)'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

7. CONTINGENCY

7.1 The terms and conditions of this Attachment represent a negotiated plan for providing access to 911 and E911 Databases, and provide interconnection and call routing for purposes of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act.

7.2 The Parties agree that the 911 System is provided herein is for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by [AT&T](#) and [Sprint](#) CLEC. These specifications shall be documented in Exhibit I, [Sprint](#) CLEC Serving Area Description and E911 Interconnection Details. [Sprint](#) CLEC shall complete its portion of Exhibit I and submit it to [AT&T](#) not later than forty-five (45) days prior to the passing of live traffic. [AT&T](#) shall complete its portion of Exhibit I and return Exhibit I to [Sprint](#) CLEC not later than thirty (30) days prior to the passing of live traffic.

7.3 [Sprint](#) CLEC must obtain documentation of approval of the completed Exhibit I from the appropriate E911 Customer(s) that have jurisdiction in the area(s) in which [Sprint](#) CLEC's End Users are located. [Sprint](#) CLEC shall provide documentation of all requisite approval(s) to [AT&T](#) prior to use of [Sprint](#) CLEC's E911 connection for actual emergency calls.

7.4 Each Party has designated a representative who has the authority to complete additional Exhibit(s) I to this Attachment when necessary to accommodate expansion of the geographic area of [Sprint](#) CLEC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. [Sprint](#) CLEC must obtain approval of each additional Exhibit I, as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional Exhibit I in accordance with Section 7.2.

7.5 In [AT&T-2STATE](#) and [AT&T MIDWEST REGION 5-STATE](#) the state specific forms shall be submitted in lieu of the Exhibit I referenced in Sections 7.1, 7.2 and 7.4 hereof.

8. BASIS OF COMPENSATION

8.1 Rates for access to 911 and E911 Databases, interconnection and call routing of E911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act are set forth in [AT&T](#)'s Pricing Schedule or applicable [AT&T](#) Commission-approved access tariff.

9. LIABILITY

- 9.1 **AT&T's** liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Attachment. **AT&T** shall not be liable to **Sprint** CLEC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the 911 System or any errors, interruptions, defects, failures or malfunctions of the 911 System, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AT&T** has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **Sprint** CLEC until service is restored.
- 9.2 **Sprint** CLEC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Attachment. In the event **Sprint** CLEC provides E911 Service to **AT&T**, **Sprint** CLEC shall not be liable to **AT&T**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after **Sprint** CLEC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AT&T** until service is restored.
- 9.3 **Sprint** CLEC agrees to release, indemnify, defend and hold harmless **AT&T** from any and all Loss arising out of **AT&T** providing **Sprint** CLEC access to the 911 System hereunder or out of **Sprint** CLEC's End Users' use of the 911 System, whether suffered, made, instituted or asserted by **Sprint** CLEC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by **Sprint** CLEC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **AT&T**.
- 9.4 **Sprint** CLEC also agrees to release, indemnify, defend and hold harmless **AT&T** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 System features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 System provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **AT&T**.